# OP \$65.00 3915548

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM447954 Stylesheet Version v1.2

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 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/17/2015	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Lyris, Inc.	
Street Address:	401 Congress Avenue	
Internal Address:	Suite 2650	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78701	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3915548	LYRIS
Serial Number:	85715427	LYRIS

# **CORRESPONDENCE DATA**

**Fax Number:** 5122874866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 512-656-7960

**Email:** brian.spross@jonesspross.com

Correspondent Name: Brian Spross

Address Line 1: 1605 Lakecliff Hills Lane

Address Line 2: Suite 100

Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER:	F SUBMITTER: Brian Spross	
SIGNATURE:	/brian spross/	
DATE SIGNED:	10/20/2017	

# **Total Attachments: 3**

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> TRADEMARK REEL: 006186 FRAME: 0480

June 17, 2015

Lyris Technologies Inc. And Commodore Resources (NEVADA), Inc. And Lyris, Inc. 6401 Hollis Street, Suite 125 Emeryville, CA 94608 Attn: Deborah Eudaley

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of May 6,2013 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Lyris Technologies Inc. And Commodore Resources (NEVADA), Inc. And Lyris,Inc. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of June 22, 2015 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):



TRADEMARK REEL: 006186 FRAME: 0481



Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all indebtedness and payment obligations of Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below), shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated: (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness and other obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. Upon the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases, termination statements, certificates, instruments, and documents, each in form and substance satisfactory to Borrower, and take any other actions, as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This Pay-Off Letter may be executed and delivered in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

This Pay-Off Letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

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Very truly yours,	a removed and a		
	Acknowledged by: LYRIS TECHNOLOGIES INC.		
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Ву:	By:		
Name: JUNIONA ZOWAVAIS	Name: Agracia to the		
Title: VP 177	Title: COO & COO		
11/11/11	Date:		
	COMMODORE RESOURCES INFVARIATION		
	- By: SKUUWEDIL TVA ZNIGHT! """ ! !		
	Name: LKHROMODWALA		
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	Date: 6/20/20/5		
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	LYRIS, INC.		
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	Name: 2335 Pur EVOLUTY Title: Court Officer		
	1118:		
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SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP			
FOR BANK USE ONLY			
☐ GLS COLLATERAL - RECEIVED			

3

TRADEMARK REEL: 006186 FRAME: 0483