

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEF Clean Technology Fund, L.P.		11/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cantaloupe Systems, Inc.		
Street Address:	2930 Shattuck Avenue, Suite 206		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94705		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78711280	SEED	
Serial Number:	78711251	CANTALOUPE SYSTEMS	
Serial Number:	78961750		
Serial Number:	78959520	BECAUSE MACHINES CAN'T CRY FOR HELP	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>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.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	11/10/2017		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is made and effective as of the date below and granted by GEF Clean Technology Fund, L.P. (the "Secured Party"), in favor of Cantaloupe Systems, Inc., a Delaware corporation ("Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to the Intellectual Property Security Agreement dated May 21, 2008 (the "Agreement") between the Secured Party and the Grantor, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the intellectual property of Grantor, including but not limited to the Trademark Properties, the Patent Properties, and the Copyright Properties (as defined below);

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on May 29, 2008, at Reel 003785 Frame 0531 (with respect to the Trademark Properties) and at Reel 021018 Frame 0369 (with respect to the Patent Properties); and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the intellectual property of Grantor, including the Trademark Properties, the Patent Properties, and the Copyright Properties, pursuant to the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Secured Party hereby states as follows:

1 Release of Security Interest. Secured Party, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following:

1.1 the Trademark Properties, hereinafter defined as:

1.1.1 any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source owned or controlled by Grantor or licensed to Grantor, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule A hereto, together with the

goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

1.1.2 all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

1.1.3 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

1.2 the Patent Properties, hereinafter defined as:

1.2.1 any and all patents, patent applications, and invention disclosures owned or controlled by Grantor or licensed to Grantor, whether or not patented or applied for, including the patents and patent applications set forth in **Schedule B** hereto, together with all rights of priority, extensions, continuations, divisionals, reissues, and renewals thereof;

1.2.2 all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

1.2.3 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

1.3 the Copyright Properties, hereinafter defined as,

1.3.1 all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor, together with all extensions and renewals thereof;

1.3.2 all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

1.3.3 any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

2 Further Assurances. Secured Party authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given, and agrees to take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

3 Governing Law. This Release, and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date below.

Date: _____

GEF CLEAN TECHNOLOGY FUND, L.P.

By: 

Name: Jeffrey Leonard

Title: Authorized Representative

SCHEDULE A

Trademarks and Servicemarks

MARK	SERIAL NUMBER	FILING DATE	STATUS
SEED (Design)	78/711,280	09/12/2006	U.S. Federal Registration Registered 1/16/07
CANTALOUPE SYSTEMS (Design)	78/711,251	09/12/2006	U.S. Federal Registration Registered 1/2/07
CANTALOUPE CIRCLE LOGO	78/961,750	08/28/2006	U.S. Federal Registration Registered 7/10/07
BECAUSE MACHINES CAN'T CRY FOR HELP (Class 035)	78/959,520	08/24/2006	U.S. Federal Registration Registered 6/26/07

SCHEDULE B

Patents and Patent Applications

Domestic

TITLE	JURISDICTION	SERIAL NUMBER	FILING DATE	STATUS
Remote Management Of Vending Machines	USA	11/097,761	3/31/2005	Pending
Remote Diagnosis And Repair Of Vending Machine Communication Failures	USA	11/096,985	3/31/2005	Issued utility patent. 2/5/08.
Vending Machine Door Monitoring System	USA	11/097,031	3/31/2005	Pending utility patent application; This application has been allowed and the Issue Fee has been paid 04-30-08, so it will issue as a patent with a patent number soon.
Vending Machine Service Scheduling	USA	11/096,889	3/31/2005	Pending
Antenna Housing For A Vending Machine	USA	29/226,790	3/31/2005	Allowed. To issue as Design Patent No. D531,626 on 11/7/06

International

TITLE	JURISDICTION	SERIAL NUMBER	FILING DATE	STATUS
Remote Management Of Vending Machines	WIPO/PCT	PCT/US06/11467	3/28/2006	Pending
Remote Diagnosis And Repair Of Vending Machine Communication Failures	WIPO/PCT	PCT/US06/11466	3/28/2006	Pending
Vending Machine Door Monitoring System	WIPO/PCT	PCT/US06/11472	3/28/2006	Pending