

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		02/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	RETURN PATH, INC.		
Street Address:	3 PARK AVENUE SOUTH		
Internal Address:	41ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2468000	SMARTBOUNCE	
Registration Number:	2631087	PURELIST	
Registration Number:	2922005	RETURN PATH	
Registration Number:	3852881	OTHERINBOX	
Registration Number:	5220665	RP RETURN PATH	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE/CCD		
DATE SIGNED:	02/13/2018		

CH \$140.00 2468000

Total Attachments: 8

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is granted as of February 6, 2018 by SILICON VALLEY BANK (the "*Assignee*"), in favor of RETURN PATH, INC., a Delaware corporation (the "*Assignor*").

WHEREAS, the Assignor executed and delivered an Intellectual Property Security Agreement, dated as of May 22, 2009 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Trademark Agreement*"), granting the Assignee a security interest in and lien on certain Trademarks and Trademark applications ("*Trademarks*") described therein, which was recorded with the United States Patent and Trademark Office ("*USPTO*") on June 3, 2009, at Reel 003998, Frame 0688;

WHEREAS, the Assignor executed and delivered an Addendum to Intellectual Property Security Agreement, dated as of February 22, 2013 (the "*Trademark 2013 Addendum*"), granting the Administrative Agent a security interest in and lien on certain Trademarks described therein, which was recorded with the USPTO on February 26, 2013, at Reel 4970, Frame 0610;

WHEREAS, the Assignor executed and delivered a Second Addendum to Intellectual Property Security Agreement, dated as of June 19, 2015 (the "*Trademark 2015 Addendum*"), granting the Assignee a security interest in and lien on certain Trademarks described therein, which was recorded with the USPTO on June 22, 2015, at Reel 5557, Frame 0532;

WHEREAS, the Assignor executed and delivered an Intellectual Property Security Agreement, dated as of May 22, 2009 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Patent Agreement*"), granting the Assignee a security interest in and lien on certain Patent and Patent applications ("*Patents*") described therein, which was recorded with the USPTO on June 3, 2009, at Reel 022773, Frame 0589;

WHEREAS, the Assignor executed and delivered an Addendum to Intellectual Property Security Agreement, dated as of February 22, 2013 (the "*Patent 2013 Addendum*"), granting the Assignee a security interest in and lien on certain Patents described therein, which was recorded with the USPTO on February 26, 2013, at Reel 029875, Frame 0334;

WHEREAS, the Assignor executed and delivered a Second Addendum to Intellectual Property Security Agreement, dated as of June 22, 2015 (the "*Patent 2015 Addendum*"), granting the Assignee a security interest in and lien on certain Patent described therein, which was recorded with the USPTO on April 25, 2016, at Reel 038517, Frame 0291;

WHEREAS, the Assignor executed and delivered an Addendum to Intellectual Property Security Agreement, dated as of June 19, 2015 (the "*Second Patent 2015 Addendum*"), granting the Assignee a security interest in and lien on certain Patents described therein, which was recorded with the USPTO on June 22, 2015, at Reel 035997, Frame 0654;

WHEREAS, the Assignor executed and delivered a Fourth Addendum to Intellectual Property Security Agreement, dated as of April 21, 2016 (the "*Patent 2016 Addendum*"), together with the Trademark Agreement, Trademark 2013 Addendum, Trademark 2015 Addendum, Patent Agreement and Patent 2013 Addendum, the "*Grant*"), granting the Assignee a security interest in and lien on certain Patents described therein, which was recorded with the USPTO on April 25, 2016, at Reel 038517, Frame 0291;

WHEREAS, the Assignor executed and delivered an Addendum to Intellectual Property Security Agreement, dated as of May 22, 2009 (the "*Copyright 2009 Addendum*"), granting the Assignee a security interest in and lien on certain Copyrights described therein, which was recorded with the Copyright Office on June 5, 2009;

WHEREAS, Assignor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Assignor in, to and under all of the Trademarks and Patents (as defined in the Grant) as herein provided; and

WHEREAS, Assignor has requested that the Assignee provide a document suitable for recording in the USPTO to evidence the release of the Assignee's security interests in and liens on the Trademarks and Patents as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

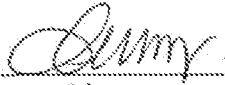
1. terminates the Grant and releases, terminates and discharges all liens and security interests in Assignor's right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including but not limited to those Trademarks identified in Schedule A hereto, The Trademark Agreement, Trademark 2013 Addendum, Trademark 2015 Addendum, and any and all Trademarks in which Assignor has had any right, title or interest to which Assignee obtained a lien or security interest; and
2. terminates the Grant and releases, terminates and discharges all liens and security interests in Assignor's right, title and interest in, to and under the Patents, and all goodwill associated therewith, including but not limited to those Patents identified in Schedule B hereto, the Patent Agreement, the Patent 2013 Addendum, the Patent 2015 Addendum, the Patent 2016 Addendum, the Second Patent 2015 Addendum, and any and all Patents in which Assignor has had any right, title or interest to which Assignee obtained a lien or security interest; and
3. terminates the Grant and releases, terminates and discharges all liens and security interests in Assignor's right, title and interest in, to and under the Copyright, and all goodwill associated therewith, including but not limited to those Copyrights identified in Schedule C hereto, the Copyright 2009 Addendum, and any and all Copyrights in which Assignor has had any right, title or interest to which Assignee obtained a lien or security interest; and
4. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND 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 TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK, as Assignee

By: 
Name: Claudia Canales
Title: Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

{3392443; 2; 06050-053}

TRADEMARK
REEL: 006271 FRAME: 0848

SCHEDULE A TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Serial #: <u>76099647</u> Mark: SMARTBOUNCE	Filing Dt: 07/31/2000	Reg #: <u>2468000</u>	Reg. Dt: 07/10/2001
Serial #: <u>76288311</u> Mark: PURELIST	Filing Dt: 07/23/2001	Reg #: <u>2631087</u>	Reg. Dt: 10/08/2002
Serial #: <u>76487520</u> Mark: RETURN PATH	Filing Dt: 02/03/2003	Reg #: <u>2922005</u>	Reg. Dt: 02/01/2005
Serial #: <u>77925437</u> Mark: OTHERINBOX	Filing Dt: 02/01/2010	Reg #: <u>3852881</u>	Reg. Dt: 09/28/2010
Serial #: <u>86537948</u> Mark: RP RETURN PATH	Filing Dt: 02/18/2015	Reg #: <u>5220665</u>	Reg. Dt: 06/13/2017

SCHEDULE B TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

Patent	Publication	Application
1. SYSTEM AND PROCESS FOR UPDATING ELECTRONIC MESSAGING ACCOUNTS Inventors: GEORGE BILBREY, KEVIN O'CONNELL, ERIC KIRBY, JOHN KEVIN HARTLEY, ANDREW MICHAEL SAUTINS		
7080122 Jul 18, 2006	20020103932 Aug 1, 2002	09921955 Aug 3, 2001
2. SYSTEM AND METHOD FOR RE-ROUTING OF E-MAIL MESSAGES Inventors: MARK E. MCDOWELL, JOSEPH G. KHALIL, GRAHAM D. STEAD		
6892222 May 10, 2005	20030005064 Jan 2, 2003	10159453 May 31, 2002
3. METHOD OF ELECTRONIC MESSAGE DELIVERY WITH PENALTIES FOR UNSOLICITED MESSAGES Inventors: SCOTT BANISTER, PATRICK R. PETERSON, JAMES MOORE		
7293065 Nov 6, 2007	20040260778 Dec 23, 2004	10717441 Nov 18, 2003

Patent	Publication	Application
1. SYSTEM AND METHOD FOR RE-ROUTING OF E-MAIL MESSAGES Inventors: MARK E. MCDOWELL, JOSEPH G. KHALIL, GRAHAM D. STEAD		
6438583 Aug 20, 2002		09338734 Jun 23, 1999
2. ELECTRONIC MESSAGE DELIVERY WITH ESTIMATION APPROACHES AND COMPLAINT, BOND, AND STATISTICS PANELS Inventors: GEORGE THOMAS PERRY JR., ANDREW FLURY, SCOTT BANISTER, PATRICK R. PETERSON, JAMES F. MOORE, MICHAEL VARNEY OLIVIER		
7970832 Jun 28, 2011	20100281535 Nov 4, 2010	10856693 May 28, 2004
3. SYSTEM AND METHOD FOR RE-ROUTING OF E-MAIL MESSAGES Inventors: MARK E. MCDOWELL, JOSEPH G. KHALIL, GRAHAM D. STEAD		
None	20060010214 Jan 12, 2006	11071778 Mar 4, 2005

Patent	Publication	Application
4. SYSTEM AND METHOD FOR BILLING ONLY FOR E-MAILS ACTUALLY DELIVERED TO RECIPIENTS' INBOXES Inventors: MATT BLUMBERG, GEORGE BILBREY, JOHN SINCLAIR		
None	20090265440 Oct 22, 2009	12372736 Feb 17, 2009

Patent	Publication	Application
1. COMPUTER SYSTEM HAVING INTEGRATED BUS BRIDGE DESIGN WITH DELAYED TRANSACTION ARBITRATION MECHANISM EMPLOYED WITHIN LAPTOP COMPUTER DOCKED TO EXPANSION BASE Inventors: RYAN SCOTT DRUCKENMILLER, ROSALIND RESNICK		
6167435 Dec 26, 2000		09183365 Oct 30, 1998

SCHEDULE C TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN COPYRIGHTS

Description	Registration Number	Registration Date
Sign me UP! A Marketer's Guide to Creating Email Newsletters That Build Relationships and Boost Sales	Copyright Serial # - TXu1-211-945	December 15, 2004