

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pinnacle Ventures, L.L.C.		02/16/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Hotchalk, Inc.		
Street Address:	1999 S. Bascom Avenue #600		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3390519	HOTCHALK	
Registration Number:	3812370	THE LESSON PLANS PAGE	
Registration Number:	3753597	MYCLASSES	
Serial Number:	86270172	EVERY MIND MATTERS	
Serial Number:	86270061	EVERY MIND PUBLISHING	
Serial Number:	86303772	HOTCHALK EMBER	
Serial Number:	86265560	HOTCHALK	
Serial Number:	86303746	EMBER	
Serial Number:	77426604	MYLIBRARY	
Serial Number:	77426615	MYCOMMUNITY	
Serial Number:	77446330	MYRESOURCES	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		

CH \$290.00 3390519

TRADEMARK

ATTORNEY DOCKET NUMBER:	30897.085
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	02/16/2018

Total Attachments: 7

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of February 16, 2018, is executed by PINNACLE VENTURES, L.L.C. ("Secured Party"), in favor of HOTCHALK, INC., a Delaware corporation ("Debtor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of September 29, 2014 (as amended, the "2014 Security Agreement"), by and between Debtor and Secured Party, Debtor granted to Secured Party a security interest in the IP Collateral (defined below).

B. Pursuant to that certain Intellectual Property Security Agreement, dated as of May 28, 2015 (as amended, the "2015 Security Agreement" and together with 2014 Security Agreement, the "Security Agreement"), by and between Debtor and Secured Party, Debtor granted to Secured Party a security interest in the IP Collateral (defined below).

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 30, 2014, at Reel/Frame 5371/0298, and on May 28, 2015, at Reel/Frame 5525/0053, to evidence the security interest granted under the Security Agreement.

D. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on September 30, 2014, at Reel/Frame 033851/0459, and on May 28, 2015, at Reel/Frame 035737/0564, to evidence the security interest granted under the Security Agreement.

E. Secured Party agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

(a) Secured Party expressly terminates and releases all of Secured Party's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

(b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.

(c) Secured Party authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

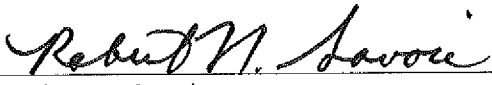
IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

1600 El Camino Real, Suite 250
Menlo Park, CA 94025
Attn: Robert N. Savoie

By: 
Name: Robert N. Savoie
Title: Chief Operating Officer

[Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006274 FRAME: 0460

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent Educational and Advertising Software System and Method	60/636,691	12/15/2004
Intelligent Educational and Advertising Software System and Method	60/681,895	5/16/2005
System and Method for Communicating Student Information Among Student, Parents Guardians, and Educators	11/305,174	12/15/2005
Advertising Subsystem for the Educational Software Market	11/303,808	12/15/2005
Method for Producing an Ordered Search List	12/353,123	1/13/2009
Method for Conditionally Obtaining Files from a Local Appliance	12/621,446	11/18/2009
Method for Automating a Fundraiser to Effect a Purchase	12/360,751	1/27/2009

SCHEDULE C

Trademarks

<u>Description/Title</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HOTCHALK	3,390,519	06/13/2005
THE LESSON PLANS PAGE	3,812,370	07/06/2010
MYCLASSES	3,753,597	03/02/2010
EVERY MIND MATTERS	86/270,172	05/02/2014
EVERY MIND PUBLISHING	86/270,061	05/02/2014
HOTCHALK EMBER	86/303,772	06/09/2014
HOTCHALK	86/265,560	04/29/2014
EMBER	86/303,746	06/09/2014
MYLIBRARY	77/426,604	03/19/2008
MYCOMMUNITY	77/426,615	03/19/2008
MYRESOURCES	77/446,330	04/11/2008

SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.