

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479270

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		06/22/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trax Technologies, Inc.		
<b>Street Address:</b>	14500 N Northsight Boulevard, Suites 113 and 125		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3710813	TRAX	
<b>Registration Number:</b>	3997177	EMPOWER TRUST.	
<b>Registration Number:</b>	4837310	TRAX CERTIFIED INVOICE	
<b>Registration Number:</b>	4837311	TRAX CERTIFIED	
<b>Registration Number:</b>	4806798	TRAX RISK SCORE	
<b>Registration Number:</b>	4871557	TRAX SCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4159472000		
<b>Email:</b>	qluflood@wsgr.com		
<b>Correspondent Name:</b>	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
<b>Address Line 1:</b>	ONE MARKET, SPEAR TOWER, SUITE 3300		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	54186.006		
<b>NAME OF SUBMITTER:</b>	Qui Lu Flood		
<b>SIGNATURE:</b>	/Qui Lu Flood/		
<b>DATE SIGNED:</b>	06/25/2018		

CH \$165.00 3710813

**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 June 22, 2018, is executed by SILICON VALLEY BANK, a California corporation ("Bank"), in favor of TRAX TECHNOLOGIES, INC., a Nevada 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 December 27, 2012 (as amended, the "Security Agreement"), by and between Debtor and Bank, Debtor granted to Bank a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on (i) January 14, 2013, at Reel/Frame 4942/0555, (ii) August 7, 2014, at Reel/Frame 5339/0611, and (iii) March 24, 2015, at Reel/Frame 5484/0686, to evidence the security interest granted under the Security Agreement.

C. Bank 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, Bank hereby agrees as follows:

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

(i) Any and all copyrights rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(v) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

(c) Bank 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, Bank has executed and delivered this Termination as of the day and year first above written.

**SILICON VALLEY BANK**

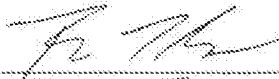
By:   
Name: Ryan Thorsen  
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>File Date</u>
None.			

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>File Date</u>
TRAX	76696994	3710813	April 20, 2009
EMPOWER TRUST.	85190179	3997177	December 3, 2010
TRAX CERTIFIED INVOICE	86079916	4837310	October 1, 2013
TRAX CERTIFIED	86079921	4837311	October 1, 2013
TRAX RISK SCORE	86355287	4806798	August 1, 2014
TRAX SCORE	86355290	4871557	August 1, 2014



EXHIBIT D

Mask Works

Description

Registration Number

Registration Date

None.