ETAS ID: TM483726

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		07/23/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Traina Interactive Corp.	
Street Address:	150 Green Street	
Internal Address:	PH309	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94111	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4597308	EXTRAORDINARY EXPERIENCES FOR GOOD
Registration Number:	4597307	FO
Registration Number:	4548133	IF ONLY

CORRESPONDENCE DATA

Fax Number: 4154421326

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: 415 442-1326

Email: ralpert@morganlewis.com

Rochelle D. Alpert **Correspondent Name:**

One Market, Spear St. Tower, 5th Flr Address Line 1:

Address Line 2: Morgan Lewis

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	011955.2000
NAME OF SUBMITTER: Rochelle D. Alpert	
SIGNATURE:	/rda/
DATE SIGNED:	07/27/2018

Total Attachments: 16

source=Traina_Release of IP Security Interest 7-23-18#page1.tif
source=Traina_Release of IP Security Interest 7-23-18#page2.tif
source=Traina_Release of IP Security Interest 7-23-18#page3.tif
source=Traina_Release of IP Security Interest 7-23-18#page4.tif
source=Traina_Release of IP Security Interest 7-23-18#page5.tif
source=Traina_Release of IP Security Interest 7-23-18#page6.tif
source=Traina_Release of IP Security Interest 7-23-18#page7.tif
source=Traina_Release of IP Security Interest 7-23-18#page8.tif
source=Traina_Release of IP Security Interest 7-23-18#page9.tif
source=Traina_Release of IP Security Interest 7-23-18#page10.tif
source=Traina_Release of IP Security Interest 7-23-18#page11.tif
source=Traina_Release of IP Security Interest 7-23-18#page12.tif
source=Traina_Release of IP Security Interest 7-23-18#page13.tif
source=Traina_Release of IP Security Interest 7-23-18#page14.tif
source=Traina_Release of IP Security Interest 7-23-18#page15.tif
source=Traina_Release of IP Security Interest 7-23-18#page16.tif

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of July 23, 2018 by TriplePoint Capital LLC ("Lender") in favor of Traina Interactive Corp., a Delaware corporation ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of June 24, 2015 (the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150

Menlo Park, CA 94025 T: (650) 233-2107

EXHIBIT A (ATTACH IP SECURITY AGREEMENTS & FILINGS)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of June 24, 2015 by and between TRIPLEPOINT CAPITAL ILC, a Delaware limited liability company and TRAINA INTERACTIVE CORP.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the granter, which is TRAINA INTERACTIVE CORP, and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and TRAINA INTERACTIVE CORP.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of June 24, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

GRANT OF SECURITY INTEREST

You grant to Us a lien upon and cominting security interest in all of Your right, title, and interest in, to and under all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B, together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C:
- the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, and
- ⇒ all Proceeds,

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement. We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit. You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however. You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A. B. and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

2

IP Security Agreement (Traina Interactive Corporation)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

Vou: TRAINAUNTERACTIVE CORP Signature: Levoy Truin Print Name: Trevoy Truin Tale: CEJ

(SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT)

SCHEDULE A

To Plain English Intellectual Property Security Agreement Between Traina Interactive Corp., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

			PATENT IP	
Appin. No.	Filing Date	Patent or Published Appln, No.	Title	Subject Matter
61/675,801	7/25/2012	17/8	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original System Prov. Patent Appin.
61/741,719	07/25/2012	11/8	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original System Prov. Patent Applu. filed with Appendix of System Code
61/675,795	07/25/2012	rı/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Social Media Prov. Patent Appln.
61/741.726	7/25/2012	në	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Social Media Prov. Patent Appln. filed with Appendix of Social Media Code
61/741,700	07/25/2012	n/s	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Omnihus Prov. Patent Appln. filed with Appendix of All Code
61/675,790	07/25/2012	n/a	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Digital Subscriptions Prov. Patent Appln.
61/741,699	07/25/2012	11/8	Systems and Methods Involving Digital Media Transactions between Celebrities and Fans	Original Digital Subscriptions Prov. Patent Appln. filed with Appendix of Digital Subscriptions Code
13/868,031	04/22/2013	8.756,110	Methods of Processing Information and Transactions Involving Digital Content and/or Experiences Associated with Celebrities and Networked Users	1st Expedited Patent: Conversion of System Prov.

Ą

IP Security Agreement (Trains Interactive Corporation)

			PATENTIP	
13/951,422	07/25/2013	1)/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Including Social Media Processing and/or Other Features	Conversion Patent filed with Appendix of
13/951,420	07/25/2013	31/E	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	System Conversion Patent Appln. filed with Appendix of System Code and Nonpublication Request
13/987.461	07/25/2013	11/2	Systems And Methods Of Processing Information And Transactions Involving Digital Comert and/or Experiences	Omnibus Conversion Patent Apple, filed with Appendix of All Code and Nonpublication Request
PCT/US13/52150	07/25/2013	WO 2014/018830	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	PCT Patent Applin. Directed and Drawn to Technical Concepts for International Protection
13/951,457	7/25/2013	11/8	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Including Digital Subscription Processing and/or Other Features	Digital Subscriptions Conversion Patent Appla, filed with Appendix of Digital Subscriptions Code and Nonpublication Request
14/080,796	11/15/2013	8,811,794	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Associated With Celebrities and Networked Users	2nd Expedited Patent: Division of 1st Expedited Patent
14/190,034	02/25/2014	US-2014- 0180879-A1	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	Ist Continuation Patent based on PCT Application, with Second Set of Desired Claims from PCT
14/306,179	06/16/2014	US-2014- 0297454-A1	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or	3rd Expedited Patent, based on PCT Application, with First

PATENT JP				
			Experiences	Set of Desired Claims from PCT
14/462,366	08/18/2014	US-2015- 0106149 A1 (Allowed, i.e. Patent Pending)	Systems And Methods Of Processing Information And Transactions Involving Digital Content and/or Experiences Associated With Celebrities And Networked Users	Continuation of Expedited #2, directed to subject matter not yet pursued in parent application
62/065,756	10/19/2014	11/2	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences, Such As Throughout Auction, Sweepstakes and/or Fulfillment Processing	Auctions and Sweepstakes Prov. Patent #1 with Appendix of Computer Code
62/066,308	10/20/2014	11/8	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences, Such As Throughout Auction, Sweepstakes and/or Fulfillment Processing	Auctions and Sweepstakes Prov. Patent #2 with Appendix of Computer Code
EP 13822770	02/24/2015	n/a	Systems And Methods Of Processing Information And Transactions Involving Digital Content, Digital Products and/or Experiences	European Patent Appln. filed with the EPO; EP Regional Phase of PCT Appln PCT/US13/52150
14/753,005	06/28/2015	n/s	Systems and Methods of Processing Information and Data Involving Digital Content and/or Experiences Associated with Celebrities and Network Users	Continuing appin filed off of 14/462,366, which was Allowed and should issue soon

SCHEDULE B

To Plain English Intellectual Property Security Agreement Between Traina Interactive Corp., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

Trademark	Country Name Case Number/Subcase	Class(es) Status	Application Number/Date	Registration Number/Date
IF ONLY	011955.4011 Australia	Protected 35 Int., 36 Int., 41 Int., 45 Int.	1505955 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	011955.4013 Canada	Pending NC No Class	1572483 10-Apr-2012	
IF ONLY	011955.4010 European Community	Published 35 Int., 36 Int., 41 Int., 45 Int.	010791622 05-Apr-2012	
IF ONLY	011955,4012 India	Pending 35 Int., 36 Int., 41 Int., 45 Int.	2311944 09-Apr-2012	
EXTRAORDINARY EXPERIENCES FOR GOOD	United States	Protected 35 Int., 36 Int., 41 Int.	86228230 21-Mar-2014	4597308 02-Sep-2014
FO (and design)	United States	Protected 18 Int., 21 lot., 35 Int., 36 Int., 41 Int.	86228225 21-Mar-2014	4597307 02-Sep-2014
FONLY	Australia	Protected 35 Int., 36 Int., 41 Int., 45 Int.	1505955 04-Apr-2012	1122282 04-Apr-2012
FONLY	Canada	Pending NC No Class	1572483 10-Apr-2012	
FONLY	European Community	Protected 35 Int., 36 Int., 41 Int., 45 Int.	010791622 05-Apr-2012	10791622 10-Oct-2012
FONLY	India	Protected 35 Int., 36 Int., 41 Int., 45 Im.	1505955 04-Apr-2012	1505955 04-Apr-2012
ONLY	Int'l Registration - Madrid Protocol Only	Registered 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012

Trademark	Country Name Case Number/Subcase	Class(es) Stains	Application Number/Date	Registration Number/Date
IF ONLY	Japan	Protected 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012
IF ONLY	Kores, Republic of	Protected 35 Int., 36 Int., 41 Int., 45 Int.	A0029179 04-Apr-2012	1122282 04-Apr-2012
FONLY	United States of America	Protected 35 Int., 36 Int., 41 Int., 45 Int.	85578932 23-Mar-2012	4548133 10-Jun-2014
UMINARY LANE	United States of America	Published 35 Int., 36 Int., 41 Int., 45 Int.	85729108 14-Sep-2012	***************************************

SCHEDULE C

To Plain English Intellectual Property Security Agreement Between Trains Interscrive Corp., as You (Grantor) And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number

Title

Registration Date

V&A No.

37/3

n/a

n/a

าปล

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title

Date Filed

V&A No.

n/s

11/2

n/a

n/a

IP Security Agreement (Traina Interactive Corporation)

RECORDED: 07/27/2018

TRADEMARK

REEL: 006393 FRAME: 0846