

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488055

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900454109		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VII, INC.		03/30/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	CONNECTEDYARD INC.		
Street Address:	380 Portage Ave.		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5257568	PHIN	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-622-4444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	096964-01706		
NAME OF SUBMITTER:	MICHAEL R. FRISCIA		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	08/30/2018		
Total Attachments: 7			
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source=Notice Non Recordation#page2.tif

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(973) 622-4444

B. E-MAIL CONTACT AT FILER (optional)
SBECRTLER@MCCARTER.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

MCCARTER & ENGLISH, LLP
FOUR GATEWAY CENTER
100 MULBERRY STREET
NEWARK, NJ 07102

Delaware Department of State
U.C.C. Filing Section
Filed: 04:48 PM 05/08/2018
U.C.C. Initial Filing No: 2017 2096292
Amendment No: 2018 3130537
Service Request No: 20183496668

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20172096292

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME:

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
VENTURE LENDING & LEASING VII, INC.

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA:

**VENTURE LENDING & LEASING VII, INC.
VENTURE LENDING & LEASING VIII, INC.**

104 La Mesa Drive, Suite 102
Portola Valley, CA 94028

March 30, 2018

ConnectedYard, Inc.
1841 Zanker Road, Suite 10
San Jose, CA 95112

Ladies and Gentlemen:

We understand that ConnectedYard, Inc., ("Borrower"), intends to repay in full all outstanding Obligations under that certain Loan and Security Agreement dated as of March 30, 2017, among Borrower, Venture Lending & Leasing VII, Inc. and Venture Lending & Leasing VIII, Inc., both Maryland corporations (both as "Lender"), as supplemented by the Supplement to the Loan and Security Agreements dated as of March 30, 2017 (as so supplemented, the "Loan Agreements"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

In connection therewith, Lender and Borrower hereby acknowledge and agree that, effective immediately upon Lender's receipt of \$ [REDACTED] (the "Pay-Off Amount") no later than March 30, 2018 (the "Pay-Off Date") to the bank accounts set forth in Schedule A and Schedule B (Lender's receipt of the Pay-Off Amount by the Pay-Off Date being referred to herein as the "Pay-Off"):

(1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Agreement and any other related loan and collateral security documents that may have been executed by Borrower in connection with the transactions contemplated by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any warrant instrument (collectively, "Warrants") held by, respectively, Venture Lending & Leasing VII, LLC and Venture Lending & Leasing VIII, LLC (both as "Holder") and any other equity securities or convertible debt securities of Borrower acquired by Holder pursuant thereto) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person;

(2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, shall hereby be terminated and be of no further force or effect, Lender shall hereby be released from any and all obligations, covenants

and agreements under the Loan Documents, and Lender shall not have any further obligation to make any Loans under the Loan Agreements;

(3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have on any of the assets and property, real or personal, tangible or intangible, of Borrower; and any of its Subsidiaries granted in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, shall hereby terminate and be satisfied and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender shall be returned to Borrower;

(5) Lender shall promptly file such necessary and appropriate UCC termination statements (including, without limitation form UCC-3) and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices, including, without limitation, any such documents and instruments reasonably requested by Borrower;

(6) in addition to the \$ [REDACTED] in legal fees included in the Pay-Off Amount, all reasonable legal fees incurred by Lender in connection with the preparation, negotiation and execution of this Payoff Letter shall be reimbursed by Borrower promptly following Lender's demand.

In addition, by its execution below, Holder hereby waives any prior notice with respect to a merger or requirement to deliver copies of any restatement, amendment, modification or waiver of the Charter (as defined under the Warrants).

Effective on and after the Pay-Off, (a) if we are in or come into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then we shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that we shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) we shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought. This letter sets forth the entire agreement among the parties with respect to the matters addressed herein and supersedes all prior communications, written or oral, with respect hereto.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) except as hereinabove set forth, nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in (a) the Warrants held by the Holder or set forth in any other equity securities or convertible debt securities of Borrower acquired by the Holder and (b) the Loan Documents in respect of fees and payments that are due and payable in connection with a liquidation event of Borrower (howsoever defined).

By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

**Venture Lending & Leasing VII, Inc.,
Venture Lending & Leasing VIII, Inc.,**
as Lenders

By: _____
Name: David Wanek
Title: Vice President

ConnectedYard, Inc.
as Borrower

By: _____
Name: Justin Miller
Title: President

The undersigned hereby executes this letter, solely so as to confirm and accept the provisions of the third full paragraph hereof.

**Venture Lending & Leasing VII, LLC,
Venture Lending & Leasing VIII, LLC,**
as Holder

By: _____
Name: David Wanek
Title: Vice President

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles. This letter may be executed in any number of counterparts and the signature pages from such counterparts may be attached to a single copy hereof and such assembled copy shall be considered an original.

Notwithstanding anything to the contrary set forth in this letter: (i) those obligations, liabilities, covenants and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding anything to the contrary set forth herein; and (ii) except as hereinabove set forth, nothing set forth herein shall affect or be deemed to affect those obligations, liabilities, covenants and terms set forth in (a) the Warrants held by the Holder or set forth in any other equity securities or convertible debt securities of Borrower acquired by the Holder and (b) the Loan Documents in respect of fees and payments that are due and payable in connection with a liquidation event of Borrower (howsoever defined).

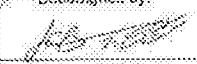
By its execution hereof below, Borrower has indicated its consent to all of the foregoing.

Very truly yours,

**Venture Lending & Leasing VII, Inc.,
Venture Lending & Leasing VIII, Inc.,**
as Lenders

By: _____
Name:
Title:

ConnectedYard, Inc.
as Borrower

DocuSigned by:
By:  _____
Name: **JUSTIN NIMER**
Title: **President**

The undersigned hereby executes this letter, solely so as to confirm and accept the provisions of the third full paragraph hereof.

**Venture Lending & Leasing VII, LLC,
Venture Lending & Leasing VIII, LLC,**
as Holder

By: _____
Name:
Title: