

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing VII, Inc.		08/30/2018	Corporation: CALIFORNIA
Venture Lending & Leasing VIII, Inc.		08/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TouchofModern, Inc.		
Street Address:	1025 Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4572331	TOUCHOFMODERN	
Registration Number:	4612777	TOUCHOFMODERN	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	(424) 239-3744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park East, Suite 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	08/31/2018		
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 August 30 2018, is executed by VENTURE LENDING & LEASING VII, INC., a California corporation, and VENTURE LENDING & LEASING VIII, INC., a California corporation (collectively, the “Secured Party”), and in favor of TOUCHOFMODERN, INC., a Delaware corporation (“Company”). 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 January 28, 2016 (the “Security Agreement”), executed by Company in favor of Secured Party, Company granted to Secured Party a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on February 1, 2016, at Reel/Frame 037636/0557, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 1, 2016, at Reel/Frame 005721/0201, to evidence the security interest granted under the Security Agreement.

D. Secured Party agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

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

1. The Security Agreement is hereby terminated and of no further force and effect.
2. Secured Party expressly terminates, releases, and reassigns all of Secured Party’s right, title and interest in, to and under the following (collectively, the “IP Collateral”):
 - (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisional, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.


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

4. Secured Party authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Company of the security interest contemplated hereby.

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


VENTURE LENDING & LEASING VII, INC.

By: 

Name: David Wanek

Title: Vice President

VENTURE LENDING & LEASING VIII, INC.

By: 

Name: David Wanek

Title: Vice President

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>U.S. Registration/ Application Number</u>	<u>Registration/Application Date</u>
System and Method for Improving Login and Registration Efficiency to Network Accessed Data (Patent Pending)	147399118	8/18/2014
System and Method for Dynamic Selection and Delivery of network Accessed Data (Patent Pending)	14744718	8/18/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>U.S. Registration/ Application Number</u>	<u>Registration/Application Date</u>
TOUCHOFMODERN (Word)	4572331	12/26/2013
TOUCHOFMODERN (Logo)	4612777	12/26/2013






IP Release - Touch of Modern

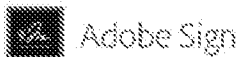
Adobe Sign Document History

08/30/2018

Created:	08/30/2018
By:	Lynda Colletta (lyndac@westerntech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA03dJHZjuHtDieWICL06HVwFPN4H2Eude

"IP Release - Touch of Modern" History

-  Document created by Lynda Colletta (lyndac@westerntech.com)
08/30/2018 - 4:13:05 PM PDT- IP address: 207.140.103.226
-  Document emailed to david waneke (davidw@westerntech.com) for signature
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-  Document e-signed by david waneke (davidw@westerntech.com)
Signature Date: 08/30/2018 - 4:32:23 PM PDT - Time Source: server- IP address: 73.70.238.211
-  Signed document emailed to david waneke (davidw@westerntech.com), Laurie Vinal (lauriev@westerntech.com), Lynda Colletta (lyndac@westerntech.com), and Julie Fox (julie@westerntech.com)
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RECORDED: 08/31/2018

REEL: 006438 FRAME: 0143