

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488298

<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>
JEPAP, LLC		08/13/2018	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GiveGab, Inc.		
<b>Street Address:</b>	119 S Cayuga St, Suite 403		
<b>City:</b>	Ithaca		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14850		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4439046	GIVEGAB	
<b>Registration Number:</b>	4408882	THE SOCIAL NETWORK FOR VOLUNTEERS	
<b>Registration Number:</b>	3491449	KIMBIA	
<b>Registration Number:</b>	4476279	GIVE LOCAL AMERICA!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
<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>	6509888500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Mark A. Jansen		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		
<b>ATTORNEY DOCKET NUMBER:</b>	33179-00600-5194		
<b>NAME OF SUBMITTER:</b>	8/31/2018		
<b>SIGNATURE:</b>	/MJansen/		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 6</b>			
source=Termination and Release of Security Interest Jepap to GiveGab#page1.tif			

CH \$115.00 4439046

source=Termination and Release of Security Interest Jepap to GiveGab#page2.tif  
source=Termination and Release of Security Interest Jepap to GiveGab#page3.tif  
source=Termination and Release of Security Interest Jepap to GiveGab#page4.tif  
source=Termination and Release of Security Interest Jepap to GiveGab#page5.tif  
source=Termination and Release of Security Interest Jepap to GiveGab#page6.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST

This Termination and Release of Security Interest, dated as of August 13, 2018 (“**Release**”) is made by JEPAP, LLC, a New York limited liability company (“**Secured Party**”) in favor of GiveGab, Inc, a Delaware corporation (the “**Grantor**”).

**WHEREAS**, the Secured Party and the Grantor entered into an Intellectual Property Security Agreement effective as of January 18, 2018 (the “**IP Security Agreement**”), pursuant to which the Grantor granted Secured Party a security interest in certain assets (the “**Collateral**”) to secure the obligations of the Grantor to Secured Party and certain other investors (together with the Secured Party, the “**Investors**”) pursuant to that certain Note and Warrant Purchase Agreement, dated as of January 18, 2018 (the “**Purchase Agreement**”), the Notes (as defined in the Purchase Agreement) and the other Financing Documents (as defined in the Purchase Agreement);

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on March 21, 2018 (with initial submission on March 8, 2018) at Reel/Frame 006296/0193, and on March 9, 2018 at Reel/Frame 045156/0322; and

**WHEREAS**, pursuant to a certain Note Conversion Agreement, dated of even date herewith, by and among the Investors and the Grantor, the Grantor has satisfied the Obligations (as such term is used in the IP Security Agreement), and the Secured Party desires to terminate and release its security interest in the Collateral.

**NOW THEREFORE**, in consideration of the good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Secured Party and the Grantor (collectively, the “**Parties**”) hereby agree as follows:


1. **Release.** The IP Security Agreement has terminated, and the Collateral (including, without limitation, those patents, patent applications, trademark registrations and trademark applications set forth on **Schedule A** hereto) has been released from the security interest granted to Secured Party under the IP Security Agreement.
2. **Recordation.** The Grantor (or any of its representatives) is hereby authorized to and shall at Grantor’s cost and expense file any necessary filings to fully release the Collateral from the security interest granted to Secured Party under the IP Security Agreement.
3. **Further Assurances.** Secured Party agrees to take other reasonably necessary actions to effectuate the release under Section 1, including without limitation, promptly executing and delivering such other documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interest given by the Grantor to the Secured Party under the IP Security Agreement. From and after the date of this Release, the Parties shall execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm or to carry out fully the intent and purposes of this Release.
4. **Counterparts.** This Release may be executed in any number of counterparts, each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Release shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

5. Governing Law. This Release shall be governed by and construed under the internal laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within the State of New York, without reference to principles of conflict of laws or choice of laws.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, Secured Party has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

**JEPAP, LLC**

By:   
Name: Philip Proujansky  
Title: Member

Acknowledged and agreed,

**GIVEGAB, INC.**

By: \_\_\_\_\_  
Name: Charles Mulligan  
Title: Chief Executive Officer

*[Signature Page to Termination and Release of Security Interest]*

**TRADEMARK**  
**REEL: 006438 FRAME: 0173**

**IN WITNESS WHEREOF**, Secured Party has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

**JEPAP, LLC**

By: \_\_\_\_\_  
Name: Philip Proujansky  
Title: Member

Acknowledged and agreed,

**GIVEGAB, INC.**

By: Charles Mulligan  
Name: Charles Mulligan  
Title: Chief Executive Officer


[Signature Page to Termination and Release of Security Interest]

**TRADEMARK**  
**REEL: 006438 FRAME: 0174**

**Schedule A**

**Intellectual Property**

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Notes</u>
GIVEGAB	United States	4439046	N/A
THE SOCIAL NETWORK FOR VOLUNTEERS	United States	4408882	N/A
KIMBIA®	United States	3491449	N/A
	United States	4476279	N/A
Giving Power®	Canada	TMA824472	N/A

Patents

<b>COUNTRY</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
US	15/426,792	February 7, 2017	System and method for determining use of non-human users in a distributed computer network environment.	9,819,667	Nov. 14, 2017
US	14/818,475	August 5, 2015	Secure online communication through a widget on a web page.	9,678,643	Jun 13, 2017
US	14/988,557	Jan 5, 2016	System and method for detecting malicious payment transaction activity using aggregate views of payment transaction data in a distributed network environment.	9,626,680	April 18, 2017
US	14/988,559	Jan 5, 2016	System and method for determining use of non-human users in a distributed computer network environment.	9,600,651	March 21, 2017
US	14/818,445	August 5, 2015	Secure online communication through a widget on a web page.	9,348,494	May 24, 2016
US	14/818,459	August 5, 2015	Secure online communication through a widget on a web page	9,305,297	April 5, 2016

*[Signature Page to Termination and Release of Security Interest]*

**TRADEMARK  
REEL: 006438 FRAME: 0175**

<b>COUNTRY</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>PATENT NUMBER</b>	<b>ISSUE DATE</b>
US	12/250,880	October 14, 2008	Secure online communication through a widget on a web page.	8,370,749	February 5, 2013
US	15/782,276	October 12, 2017			Pending
US	15/446,829	March 1, 2017	System and method for detecting malicious payment transaction activity using aggregate views of payment transaction data in a distributed network environment	20170178148	Pending

Copyrights

N/A