

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
USB Focus Fund LevelUp 2A, LLC		09/13/2018	Limited Liability Company: DELAWARE
USB Focus Fund LevelUp 2B, LLC		09/13/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SCVNGR, Inc.
Doing Business As:	LevelUp
Street Address:	1 Federal Street
Internal Address:	6th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4050829	LEVELUP
Registration Number:	4050830	LEVELUP
Registration Number:	4157145	LEVELUP
Registration Number:	4182234	SCVNGR
Registration Number:	4334897	
Registration Number:	4334895	INTERCHANGE ZERO
Registration Number:	4492022	INTERCHANGE ZERO
Registration Number:	4792157	
Registration Number:	4851512	MAKE IT RAIN

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

TRADEMARK

Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 13850-9

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 09/17/2018

Total Attachments: 5

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 13, 2018 (this “Release”), is made by USB Focus Fund LevelUp 2A, LLC, a Delaware limited liability company (“USB 2A”), and USB Focus Fund LevelUp 2B, LLC, a Delaware limited liability company (“USB 2B” and together with USB 2A, each a “Secured Party” and collectively, the “Secured Parties”), in favor of SCVNGR, Inc., a Delaware corporation d/b/a LevelUp (the “Grantor”), as follows. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Intellectual Property Security Agreement and the Security Agreement defined below.

WITNESSETH

WHEREAS, pursuant to the Security Agreement (the “Security Agreement”), dated as of April 18, 2017, by and between the Secured Parties and the Grantor, and the Intellectual Property Security Agreement (the “Intellectual Property Security Agreement”), dated as of April 18, 2017, by and between the Secured Parties and the Grantor, the Grantor granted to the Secured Parties a continuing security interest in and to and Lien on all of Grantor’s right, title and interest, in, to and under the Collateral (as defined in the Intellectual Property Security Agreement); and

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 28, 2017 with respect to trademarks at Reel 006045, Frame 0604, and on April 28, 2017 with respect to patents at Reel 042180, Frame 0370; and

WHEREAS, the Grantor has requested that the Secured Parties release their security interest in and to and Lien on all right, title and interest of the Grantor under the Collateral; and

WHEREAS, the Secured Parties now desire to terminate the Intellectual Property Security Agreement and terminate and release their security interest in and to and Lien on all right, title and interest of Grantor under the Collateral and reassign any and all rights, title and interest in the same to Grantor.

NOW, THEREFORE, the Secured Parties, without recourse, representation or warranty of any kind or nature, and at Grantor’s sole cost and expense, hereby (i) terminate and cancel the Intellectual Property Security Agreement and (ii) terminate, cancel and release their security interest in and to and Lien on all right, title and interest of Grantor in such Collateral, including the those items set forth on the Schedules attached hereto, and all goodwill associated therewith, and all is hereby assigned, transferred, and conveyed to the Grantor. The Secured Parties hereby authorize the Grantor or the Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office.

Upon the reasonable request of the Grantor, and at the expense of the Grantor, the Secured Parties shall execute any document, cause to be made any filing or take any other action deemed reasonably necessary by the Grantor, to effectuate the release of interests contemplated herein. The Secured Parties authorize and request the Commissioner of Patents and Trademarks


and any other applicable government officer to record this Release.

This Release shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Parties have caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

USB Focus Fund LevelUp 2A, LLC

By: 
Name: John D. McClellan
For Pear Tree Partners, LP, Manager
Address: 55 Old Bedford Road
Lincoln, MA 01773

USB Focus Fund LevelUp 2B, LLC

By: 
Name: John D. McClellan
For Pear Tree Partners, LP, Manager
Address: 55 Old Bedford Road
Lincoln, MA 01773

[Signature Page to Release of IP Security Agreement]

TRADEMARK
REEL: 006466 FRAME: 0422

Schedule 1

Patents

- a. **Pat. No. 8,639,619** "Secure Payment Method and System."
 - b. **Pat. No. 8,620,790** "Systems and Methods for Dynamic Transaction-Payment Routing."
 - c. **Pat. No. 8,694,438** "Distributed Authenticity Verification for Consumer Payment Transactions"
 - d. **Pat. No. 8,770,478** "Payment Processing with Automatic No-Touch Selection"
 - e. **Pat. No. 8,838,501** "Methods and Systems for Permissions Management"
 - f. **Pat. No. 8,844,812** "Point-of-Sale Token Scanner and Related Methods"
 - g. **Pat. No. 8,924,260** "Dynamic Ingestion and Processing of Transactional Data at the Point of Sale"
 - h. **Pat. No. 9,530,289** "Payment Processing with Automatic No-Touch Selection"
 - i. **Design Pat. No. D721,371** "Code Scanner" (Design Patent)
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- a. App. No. 13/899,760 "Secure Synchronization of Payment Accounts to Third Party Applications or Websites"
 - b. App. No. 14/103,101 "Secure Payment Method and System"
 - c. App. No. 14/107,677 "Real-Time Transaction Validity Verification Using Behavioral and Transactional Metadata"
 - d. App. No. 14/227,514 "Transaction Processing and Management Based on Unrelated Consumer Activity"
 - e. App. No. 14/307,066 "Methods and Systems for Permissions Management with Enhanced Security"
 - f. App. No. 14/460,628 "Methods and Systems for Permissions Management"
 - g. App. No. 14/481,168 "Remote Transaction Processing Using Biometrics"
 - h. App. No. 14/560,387 "Dynamic Ingestion and Processing of Transactional Data at the Point of Sale"
 - i. App. No. 14/742,248 "Token Based Gift Cards"
 - j. App. No. 15/281,835 "Cross-Platform Ordering and Payment-Processing System and Method"
 - k. App. No. 15/281,840 "Cross-Platform Ordering and Payment-Processing System and Method"
 - l. App. No. 15/281,851 "Cross-Platform Ordering and Payment-Processing System and Method"
 - m. App. No. 15/355,351 "Payment Processing with Automatic No-Touch Selection"
 - n. App. No. 15/389,606 "Payment System With Item- Level Promotional Campaigns Redeemable Automatically At Point-of-Sale Devices"

Schedule II

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LEVELUP	4,050,829	November 01, 2011
LEVELUP	4,050,830	November 01, 2011
LEVELUP	4,157,145	June 12, 2012
SCVNGR	4,182,234	July 31, 2012
LevelUp Three Square Logo	4,334,897	May 14, 2013
INTERCHANGE ZERO	4,334,895	May 14, 2013
INTERCHANGE ZERO	4,492,022	March 04, 2014
Design of the LevelUp Scanner	4,792,157	August 11, 2015
MAKE IT RAIN	4,851,512	November 10, 2015