

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496653

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.		10/19/2018	Corporation: MARYLAND
Venture Lending & Leasing VIII, Inc.		10/19/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Handy Technologies, Inc.		
Street Address:	53 West 23rd Street		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5038747	HANDY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.violet@wolterskluwer.com, ecarrera@cahill.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/02/2018		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Venture Lending & Leasing VII, Inc.
- 2. Venture Lending & Leasing VIII, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. MD; 2. MD
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 19, 2018

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Handy Technologies, Inc.

Street Address: 53 West 23rd Street, 3rd Floor

City: New York

State: NY

Country: USA Zip: 10011

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule B

See Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 2, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1460

INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this “**Release**”) dated October 19, 2018, is made by Venture Lending & Leasing VII, Inc., a Maryland corporation (“**VLL7**”), and Venture Lending & Leasing VIII, Inc., a Maryland corporation (“**VLL8**”, and together with **VLL7**, the “**Secured Party**”) in favor of Handy Technologies, Inc., a Delaware corporation (“**Grantor**”).

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of June 30, 2017 (as supplemented by the Supplement to the Loan and Security Agreement dated as of June 30, 2017, and as further amended, modified, extended, restated, replaced or supplemented prior to the date hereof, the “**Loan Agreement**”), with the Secured Party, as lenders;

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has executed that certain Intellectual Property Security Agreement, dated as of June 30, 2017 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which the Grantor granted to the Secured Party a security interest and mortgage in and to certain intellectual property of the Grantor;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2017 at Reel 6097 and Frame 0086 and with the United States Copyright Office on July 11, 2017 at Volume 9948 and Document 876; and

WHEREAS, in accordance with the provisions of the Loan Agreement and the IP Security Agreement, the Secured Party now desires to terminate, release and discharge fully their security interest in and to the Collateral (as defined in the IP Security Agreement).

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

SECTION 1. Defined Terms. All capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement, as applicable.

SECTION 2. Release of Grant of Security. The Secured Party hereby terminates, releases and discharges fully to the Grantor its security interests in and to Grantor’s entire right, title and interest in, to and under the Collateral, including, without limitation, the following:

- (i) 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, divisionals, 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 Schedule A attached hereto (collectively, the “**Patents**”);

(ii) 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 Schedule B attached hereto (collectively, the “**Trademarks**”);

(iii) 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 Schedule C attached hereto (collectively, the “**Copyrights**”);

(iv) 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;

(v) 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;

(vi) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(vii) 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.

SECTION 3. Recordation. The Secured Party authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

**Venture Lending & Leasing VII, Inc.,
Venture Lending & Leasing VIII, Inc.,
as Secured Party**

By: 
Name: David Wanek
Title: Vice President


Schedule A

PATENTS

COUNTRY	TITLE	APPLICATION NO.	FILING DATE
U.S.	SYSTEMS AND METHOD FOR COORDINATING RESOURCES FOR SCHEDULED EVENTS	62/617762	January 16, 2018

Schedule B

TRADEMARKS

COUNTRY	TRADEMARK	REG. NO./	REG. DATE
US	 The Honda logo, consisting of the word "HONDA" in a stylized font with horizontal lines above and below it, all enclosed in a rounded rectangular border.	5038747	Sept. 13, 2016

Schedule C

COPYRIGHTS

COUNTRY	TITLE	REG. NO.	REGISTRATION DATE
US	Handy Website	TXu001967823	12/11/2015