

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510586

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		02/19/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Passport Labs, Inc.		
Street Address:	128 South Tryon Street, Suite 2200		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4793885		
Registration Number:	4785765	NUPARK	
Registration Number:	5361268	PARKUMENTARY	
Registration Number:	5076743	PLATESCOUT	
Registration Number:	5371014	PROCESSING WITH TRANSPARENCY	
Registration Number:	5371517	UNSUNG HEROES OF PARKING	
CORRESPONDENCE DATA			
Fax Number:	9194842089		
<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:	919-484-2306		
Email:	trademarksrtp@wbd-us.com		
Correspondent Name:	Taylor Ey		
Address Line 1:	2530 Meridian Parkway, Suite 400		
Address Line 2:	Womble Bond Dickinson (US) LLP		
Address Line 4:	Durham, NORTH CAROLINA 27713		
NAME OF SUBMITTER:	Taylor Ey		
SIGNATURE:	/Taylor Ey/		
DATE SIGNED:	02/19/2019		

CH \$165.00 4793885

Total Attachments: 8

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**RELEASE OF SECURITY INTEREST IN
UNITED STATES TRADEMARKS**

This Release of Security Interest (“**Release**”) dated the 19th day of February, 2019, is entered into by and between Silicon Valley Bank, a California corporation, with a principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 loan production office located at 504 Lavaca Street, Suite 1100, Austin, Texas, 78701 (“**SVB**”), and Passport Labs, Inc., a successor in interest to NuPark, Inc., a Delaware corporation, with a principal place of business at 128 South Tryon Street, Suite 2200, Charlotte, North Carolina, 28202 (“**Borrower**”).

WHEREAS, SVB and Borrower, by and through its predecessor in title, NuPark, Inc., entered into that certain Loan and Security Agreement, dated as of May 24, 2017 (as the same may from time to time have been amended, restated or otherwise modified, the “**Loan Agreement**”) (capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, SVB and Borrower, by and through its predecessor in title, NuPark, Inc., entered into that certain Intellectual Property Security Agreement, dated as of May 24, 2017 (the “**Intellectual Property Security Agreement**”), pursuant to which Borrower, by and through its predecessor in title, NuPark, Inc., granted to SVB a security interest in the Trademarks (as defined below) listed on Exhibit A attached hereto and incorporated herein (the “**Security Interest**”); and

WHEREAS, Borrower has satisfied all Obligations under the Loan Agreement, and SVB has released the Security Interest; and

WHEREAS, the parties desire to confirm SVB’s release of the Security Interest, for recording in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated into and made a part of this Release), the covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Release of Security Interests. SVB hereby releases, discharges, terminates and extinguishes the Security Interest in and to the trademarks set forth in Exhibit A (the “**Trademarks**”), as originally recorded and any and all other security interests in the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement).

2. Further Assurances. SVB agrees to take such further reasonable action as may be requested by Borrower to confirm the release of the Security Interest and to acknowledge Borrower’s ownership of all right, title and interest in and to the Trademarks free and clear of all rights, interests, liens, claims or encumbrances of any kind of SVB.

IN WITNESS WHEREOF, the undersigned have executed this Release as of the 19th
day of February, 2019.

SILICON VALLEY BANK

By: Passport Labs, Inc.

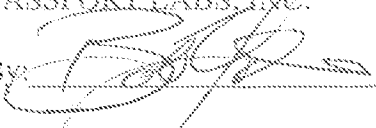
By:  _____

Name: Bob Youakim _____

Title: CEO _____

Under written authorization pursuant
to that certain Payoff Letter dated
October 10, 2018, executed on behalf
of Silicon Valley Bank by
Mark Rosshirt, Vice President
(attached as Exhibit B)

PASSPORT LABS, INC.


By:  _____

Name: Bob Youakim _____

Title: CEO _____

EXHIBIT A

Intellectual Property Security Agreement, dated as of May 24, 2017, by and between NuPark, Inc. and Silicon Valley Bank, recorded May 25, 2017, reel 6068 frame 0778.

Trademark	Reg. No. (Serial No.)
Design only 	4,793,885
NUPARK	4,785,765
PARKUMENTARY	5,361,268
PLATESCOUT	5,076,743
PROCESSING WITH TRANSPARENCY	5,371,014
UNSUNG HEROES OF PARKING	5,371,517
SCOUT	5,491,715



October 10, 2018

Nupark, Inc.
912 Petaluma
Cedar Park, TX 78613
Attn: Blair Morrison

Re: Pay-Off Letter

Dear Blair Morrison:

We refer to the Loan and Security Agreement dated as of May 24, 2017 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Nupark, Inc. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

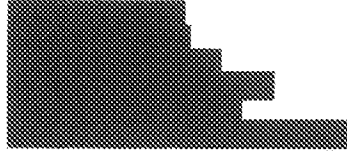
Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of October 11, 2018 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

<i>Working Capital Loan</i>		
Principal Balance	\$	
Interest Due	\$	
Minimum Finance Charge	\$	
Final Loan Fee	\$	
<i>Total WCL Payoff</i>	\$	
<i>Term Loan 1100395503</i>		
Principal Balance	\$	
Interest Due	\$	
<i>Total Term Loan Payoff</i>	\$	
Per Diem Interest (since Oct 4th)	\$	
TOTAL PAYOFF AMOUNT	\$	

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is . Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:



Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated, provided, however, 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 this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

Borrower has granted to Bank a security interest in deposit account number(s) [REDACTED] held, maintained, or managed through Bank (each of which shall be a restricted account such that Borrower shall not be entitled to (a) withdraw or transfer any funds from any such account or otherwise dispose of the funds therein, and (b) place any liens on any such account other than in favor of Bank), and all income and interest thereon, and all renewals, substitutions, additions, replacements and proceeds thereof (the "Cash Collateral") to secure Borrower's payment and performance related to such Bank Services Obligations. Notwithstanding anything to the contrary in this Pay-Off Letter, Bank's security interest in and lien upon the Cash Collateral will not terminate or be released upon Bank's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date. The Cash Collateral shall be in an amount equal to at least the maximum aggregate amount of credit to be provided by Bank to or on behalf of Borrower under each Bank Services Agreement plus all interest, fees, and costs due or estimated to become due in connection therewith. Such Cash Collateral, or the unutilized portion thereof, shall be returned to Borrower upon the latter to occur of the payment in full in cash of the Bank Services Obligations or the termination of Bank's obligation under each Bank Services Agreement to make credit available to or on behalf of Borrower.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to

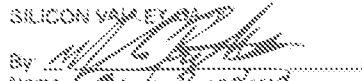
the release of Bank's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore other than in the Cash Collateral. Except with respect to any Bank Services Agreement and the Cash Collateral, within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor, provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

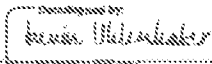
This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SILICON VALLEY BANK
 By: 
 Name: Kevin S. Strahm
 Title: Chief Executive Officer

RUPARK, INC.
 By: 
 Name: Kevin S. Strahm
 Title: Chief Executive Officer

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED

Exhibit A
Bank Services Agreements

1) 

On Jan 4, 2019, at 3:46 PM, Marco Schooley <MSchooley@svb.com> wrote:

Anna – I've attached the payoff letter where we grant the Borrower (or any other party on behalf of Borrower) to prepare and file any UCC-3 Termination Statement or other document necessary to evidence the release of the Bank's security interests in any of the Borrower's property or assets.

Hopefully this clears everything up.

Thanks,
Marco

Marco Schooley

mschooley@svb.com

504 Lavaca Street, Suite 1100 Austin, TX 78701

T 512 372 6753 M 860 922 6003