

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC		02/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keyme, Inc.		
Street Address:	45-50 30TH STREET, 7th Floor		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85594085	KEYME	
Serial Number:	85594099	KEYME	
Serial Number:	86449483	LOCKSMITH IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2027762668		
Email:	mobleysg@cooley.com		
Correspondent Name:	Daniel Thompson, Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	335442-100		
NAME OF SUBMITTER:	Susan Mobley		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	03/01/2019		
Total Attachments: 3			
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source=KeyMe - Release of Security Interest in Trademarks (BSP)#page2.tif			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 28, 2019 in favor of KeyMe, Inc., a Delaware corporation ("Grantor"), by BSP Agency, LLC, in its capacity as Agent for the Secured Parties (in such capacity, "Agent").

WHEREAS, Grantor and Agent are party to that certain Trademark Security Agreement dated as of December 1, 2016 (the "Security Agreement"; capitalized terms not defined herein shall have the meanings assigned to such terms in the Security Agreement), pursuant to which Grantor granted to Agent, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Trademark Collateral");

(i) each Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark registration and Trademark application of Grantor, including, without limitation, each Trademark registration and Trademark application described on Schedule A;

(ii) all claims by Grantor against third parties for past, present or future infringement or dilution of any Trademark registration or Trademark application, including, without limitation, any Trademark registration and Trademark application described on Schedule A; and

(iii) all products and proceeds of the foregoing;

WHEREAS, Agent's lien and security interest in the Trademark Collateral was recorded with the United States Patent and Trademark Office on December 1, 2016 at Reel/Frame 5933/0140; and

WHEREAS, Agent wishes to terminate, cancel and release all liens and security interests it has in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby terminates, cancels, releases and conveys all liens and security interests it has in and to the Trademark Collateral to Grantor.

Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representatives as of the date first written above.

BSP AGENCY, LLC

By: Benefit Street Partners L.L.C., its sole Member



By: _____

Name: Ira Wishe

Title: Chief Operating Officer, Private Debt

SCHEDULE A

Trademark registrations/Trademark applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Keyme, Inc.	United States	KEYME	85594085	3/26/2013
Keyme, Inc.	United States	KeyMe	85594099	4/16/2013
Keyme, Inc.	United States	Locksmith in a Box	86449483	11/10/14