

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512236

<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>
CITY NATIONAL BANK		02/28/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keyme, Inc.		
<b>Street Address:</b>	45-50 30TH STREET, 7th Floor		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85594085	KEYME	
<b>Serial Number:</b>	85594099	KEYME	
<b>Serial Number:</b>	86449483	LOCKSMITH IN A BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2027762668		
<b>Email:</b>	mobleysg@cooley.com		
<b>Correspondent Name:</b>	Daniel Thompson, Cooley LLP		
<b>Address Line 1:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	335442-100		
<b>NAME OF SUBMITTER:</b>	Susan Mobley		
<b>SIGNATURE:</b>	/Susan Mobley/		
<b>DATE SIGNED:</b>	03/01/2019		
<b>Total Attachments: 4</b>			
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**Form of:**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release") is made as of February 28, 2019 by City National Bank, a national banking association ("Bank") in favor of KeyMe, Inc., a Delaware corporation ("Grantor").

WHEREAS, Grantor and Bank are party to that certain Intellectual Property Security Agreement, dated as of December 1, 2016 (as amended, modified or supplemented from time to time, 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 Bank, 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 "Patent and Trademark Collateral");

Trademarks

- (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, Banks'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 5932/0656.

Patents

- (i) each Patent and Patent application of Grantor, including, without limitation, each Patent and Patent application described on Schedule B;
- (ii) all claims by Grantor against third parties for past, present or future infringement of any Patent or Patent application, including, without limitation, any Patent or Patent application listed on Schedule B; and
- (iii) all products and proceeds of the foregoing.

WHEREAS, Bank's lien and security interest in the Patent Collateral was recorded with the United States Patent and Trademark Office on December 1, 2016 at Reel/Frame 040487/0507.

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

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

Bank shall, at Grantor's sole cost and expense, 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**, Bank has caused this Release to be executed by its duly authorized representatives as of the date first written above.

**City National Bank**

By: Kevin Wallace  
Name: Kevin Wallace  
Title: SVP

**SCHEDULE A**

**Trademark registrations/Trademark applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Keyme, Inc.	United States	KEYME	85594085	04/10/2012
Keyme, Inc.	United States	KeyMe	85594099	4/10/2012
Keyme, Inc.	United States	Locksmith in a Box	86449483	11/10/14

**SCHEDULE B**

**Patents and Patent applications**

Grantor	Country	Patent	Application/Patent No.	Filing Date
Keyme, Inc.	United States	Systems and Methods for Managing Key Information	8,626,331	1/4/2013
Keyme, Inc.	United States	Systems and Methods for Duplicating Keys	8,682,468	1/4/2013
Keyme, Inc.	United States	Systems and Methods for Duplicating Transponder Keys and Managing Key Information Thereof	14/792,319	7/6/2015
Keyme, Inc.	United States	Systems and Methods for Duplicating Keys	15/273,347	9/22/2016
Keyme, Inc.	United States	Systems and Methods for Duplicating Keys	14/747,377	6/23/2015
Keyme, Inc.	United States	Systems and Methods for Maintaining a Kiosk that Scans and/or Duplicates Keys	15/268,405	9/16/2016
Keyme, Inc.	United States	Systems and Methods for Maintaining a Kiosk that Scans and/or Duplicates Keys	15/294,365	10/14/2016
Keyme, Inc.	Patent Cooperation Treaty	Systems and Methods for Duplicating Keys	PCT/US13/20231	1/4/2013