ETAS ID: TM518584

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		04/10/2019	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Extreme Reach, Inc.
Street Address:	75 2nd Avenue
Internal Address:	Suite 720
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2632819	PATHFIRE
Registration Number:	2784651	PATHFIRE
Registration Number:	2737799	PATHFIRE ENABLING DIGITAL MEDIA

#### **CORRESPONDENCE DATA**

Fax Number: 2077911350

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: 207-791-1100

Email: trademark@pierceatwood.com

Pierce Atwood LLP / Jonathan Gelchinsky **Correspondent Name:** 

Address Line 1: 254 Commercial Street Address Line 4: Portland, MAINE 04101

ATTORNEY DOCKET NUMBER:	29917/8564
NAME OF SUBMITTER:	Jonathan M. Gelchinsky
SIGNATURE:	/Jonathan M. Gelchinsky/
DATE SIGNED:	04/11/2019

**Total Attachments: 4** 

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#### RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest ("Release") is made and effective as of April 10, 2019 and granted by Silicon Valley Bank ("Releasor"), under the Loan Agreement referred to below, in favor of Extreme Reach, Inc. (as successor by merger to Pathfire, Inc.), a Delaware corporation (the "Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 29, 2004 (the "Loan Agreement") between the Grantor and the Releasor, the Grantor executed and delivered to the Releasor that certain Intellectual Property Security Agreement by and between the Grantor and the Releasor dated as of October 29, 2004 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to Releasor a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002984, Frame 0624 on December 3, 2004; and

WHEREAS, the Grantor has requested that the Releasor enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Releasor may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Releasor hereby states as follows:

- 1. Release of Security Interest. The Releasor hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
  - (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- (c) any and all license and other agreements in which Grantor has granted or is granted a license or other right to use any Trademarks
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Further Assurances. The Releasor agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

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TRADEMARK REEL: 006615 FRAME: 0516 IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

	SILICON VALLEY BANK
	By: Mynamich Name: Mega (250) Title: We Wester
STATE OFCOUNTY OF	
On the day of, 2019, it personally known to me (or proved to me on the whose name is subscribed to the foregoing instrusay that s/he executed the same in his/her authoriz Releasor, and acknowledged the instrument to be uses and purposes mentioned in the instrument.	ment, who, being duly sworn, did depose and
	Notary Public Printed Name:
	My Commission Expires:

# SCHEDULE 1

## TRADEMARKS

Mark	Jurisdiction	Registration Number	Registration Date
Pathfire Enabling Digital Media (and design)	USA	2,737,799	7/15/2003
Pathfire	USA	2,784,651	11/18/2003
Enabling Digital Media	USA	76/195032	1/17/2001
Pathfire	USA	2,632,819	10/8/2002
Newstracker	USA	2,785,110	11/18/2003
The Complete Media Commerce Network	USA	2,633,489	10/8/2002
Videocenter.com	USA	2,506,037	11/13/2001
EC Tracker	USA	2,276,835	9/7/1999
Cineport	USA	76/102876	8/3/2000
Steamtracker	USA	76/102424	8/3/2000
SKYTRACKER	USA	76/094780	7/24/2000
DIRECTSIGHT	USA	75/792068	9/2/1999
VNOC	USA	75/791314	9/2/1999
PRODUCE ONCE. VIEW ANYWHERE	USA	75/791315	9/2/1999

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**RECORDED: 04/11/2019**