

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VIII, INC.		04/15/2019	Corporation:
VENTURE LENDING & LEASING IX, INC.		04/15/2019	Corporation:
RECEIVING PARTY DATA			
Name:	HOMETAP EQUITY PARTNERS, LLC		
Street Address:	800 Boylston Street		
Internal Address:	Suite 2906		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87771773	HOMETAP	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	617-570-1057		
Email:	jlehrer@goodwinlaw.com, scannon@goodwinlaw.com, patentBos@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	100 NORTHERN AVENUE		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	138386/276979		
NAME OF SUBMITTER:	Joel E. Lehrer		
SIGNATURE:	/Joel E. Lehrer/		
DATE SIGNED:	04/19/2019		
Total Attachments: 6			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 15th day of April, 2019 (the "Release Date") by VENTURE LENDING & LEASING VIII, INC., a Maryland corporation and VENTURE LENDING & LEASING IX, INC., a Maryland corporation (each a "Secured Party", and together, the "Secured Parties"), for the benefit of HOMETAP EQUITY PARTNERS, LLC, a Delaware limited liability company (the "Debtor").

WHEREAS, the Debtor has entered into that certain Loan and Security Agreement, dated as of October 5, 2018 with Secured Parties (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan and Security Agreement");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, made as of October 5, 2018 between HOMETAP EQUITY PARTNERS, LLC, a Delaware limited liability company, and VENTURE LENDING & LEASING VIII, INC., and VENTURE LENDING & LEASING IX, INC., both Maryland corporations (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Debtor granted a security interest to the Secured Parties, as security, in and to Debtor's entire right, title and interest in, to and under the following Intellectual Property, now owned or thereafter acquired by Debtor or in which Debtor now holds or thereafter acquires any interest: (a) 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 (the "USPTO") 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 Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks"), (b) 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 Exhibit B attached hereto (collectively, the "Patents"), (c) 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 Exhibit C attached hereto (collectively, the "Copyrights"), (d) 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, (e) 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, (f) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and (g) 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 ((a) to (g) collectively, the “Intellectual Property”);

WHEREAS, Secured Parties have filed with the United States Patent and Trademark Office notices of security interests in the Trademarks; and

WHEREAS, the Debtor has no outstanding amounts currently owing under the Loan and Security Agreement or the other financing documents executed in connection therewith and, therefore, the Debtor and the Secured Parties have agreed to terminate the Loan and Security Agreement and the IP Security Agreement, with the Secured Parties also agreeing to release their security interests in the Intellectual Property.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Parties agree as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Parties hereby irrevocably and forever terminate, release and discharge any and all security interests in the Intellectual Property granted by the Debtor under the IP Security Agreement.

2. Recordation of Release. The Secured Parties understand and agree that this Release may be recorded by or for the Debtor with the USPTO and the Copyright Office.

3. Further Actions. Secured Parties further agree to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan and Security Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

VENTURE
LENDING & LEASING VIII, INC.

By: 
Name: Maurice Werdegar
Title: President & CEO

VENTURE LENDING & LEASING IX, INC.

By: 
Name: Maurice Werdegar
Title: President & CEO

EXHIBIT A

The Trademarks

<u>Trademark</u>	<u>Registration/Application No.</u>	<u>Registration/Application Date</u>
HOMETAP	87771773	January 26, 2018

EXHIBIT B

The Patents

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
None.						

EXHIBIT C

The Copyrights

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>	<u>Author</u>	<u>Current Owner</u>
None.				