OP \$65.00 4917358

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM523808 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		05/15/2019	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	INMOTIONNOW, INC.
Street Address:	215 Southport Drive
Internal Address:	Suite 1000
City:	Morrisville
State/Country:	NORTH CAROLINA
Postal Code:	27560
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4917358	DO THE WORK YOU LOVE. AUTOMATE THE REST.
Registration Number:	4202122	INMOTIONNOW

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	036806.000004
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	05/16/2019

Total Attachments: 3

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TRADEMARK
REEL: 006646 FRAME: 0702

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TRADEMARK REEL: 006646 FRAME: 0703

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of May 15, 2019 ("Release"), is made by WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") in favor of IMN MERGER SUB, INC., a Delaware corporation, and INMOTIONNOW, INC., a Delaware corporation (individually and collectively, jointly and severally, "Grantor").

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of June 20, 2018 (as amended from time to time, the "Security Agreement") between the Lender and Grantor, the Intellectual Property Security Agreement dated as of November 25, 2015 between the Lender and Grantor ("IP Security Agreement"), and the Amended and Restated Intellectual Property Security Agreement dated as of June 20, 2018 between the Lender and Grantor ("A&R IP Security Agreement"), Grantor granted to the Lender a security interest in all right, title and interest of Grantor in all Intellectual Property Collateral; and

WHEREAS, the A&R IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on June 30, 2018 at Reel 6370 Frame 0615.

- NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Grantor agree as follows:
- SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, IP Security Agreement, or A&R IP Security Agreement, as applicable.
- **SECTION 2.** <u>Termination and Release</u>. Lender, without representation, warranty, or recourse, hereby:
 - (a) terminates the IP Security Agreement and A&R IP Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the security interest in all right, title and interest in all Intellectual Property Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
 - (c) represents and warrants that it has full authority to execute and deliver this Release; and
 - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- SECTION 3. <u>Further Assurances</u>. Lender, at Borrower's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Lender will, at Borrower's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

TRADEMARK
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IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

WESTERN ALLIANCE BANK

By:

Name: Tony Parker

Title: Velationship Manager

Schedule A

U.S. Trademarks Subject to Security Interest Granted by InMotionNow, Inc. In Favor of Western Alliance Bank Recorded June 30, 2018 at Reel 6370 Frame 0615

Trademark Registrations

Mark	Reg. No.	Reg. Date
DO THE WORK YOU LOVE. AUTOMATE THE REST.	4917358	03/15/16
INMOTIONNOW	4202122	09/04/12

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RECORDED: 05/16/2019

TRADEMARK REEL: 006646 FRAME: 0706