# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Petra Capital, LLC		06/30/2004	Limited Liability Company: GEORGIA

## **RECEIVING PARTY DATA**

Name:	Bit By Bit Computers, Inc.	
Street Address:	302 Shelley Street, #4	
City:	Springfield	
State/Country:	OREGON	
Postal Code:	97477	
Entity Type:	Corporation: OREGON	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1895477	BIT-BY-BIT

# CORRESPONDENCE DATA

Fax Number: 2127288111

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: 2127288000

IPDEPT@WILLKIE.COM Email:

Brandon R. Coyle c/o Willkie Farr & Gall **Correspondent Name:** 

Address Line 1: 787 7th Avenue

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Brandon r. coyle
SIGNATURE:	/brandonrcoyle/
DATE SIGNED:	05/09/2019

**Total Attachments: 3** 

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> **TRADEMARK** REEL: 006658 FRAME: 0954

## RELEASE AND SATISFACTION AGREEMENT

PARTIES: BIT BY BIT COMPUTERS, INC. ("Maker")

and

PETRA CAPITAL, LLC, a Georgia limited liability company ("Payee")

DATE: June 30, 2004

### RECITALS:

A. B.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals which by this reference are incorporated herein as if set forth in full, and of the covenants, conditions and obligations on the part of each Party to be kept and performed, it is hereby agreed as follows:

	RELEASE BY PAYEE For good and valuable consideration
,	
	, receipt of which is hereby acknowledged by Payee, Payee
hereby disc	harges, releases, acquits and fully satisfies any and all claims Payee has or may have
against Mal	ter under any warrants.

- 2. <u>RELEASE BY MAKER</u> Maker hereby discharges, releases, acquits and forever discharges Payee from any claim, demand, suit or obligation of every kind and nature that could be asserted as of this date in connection with the lending relationship between Maker and Payee.
- 3. <u>WARRANT</u> Payee agrees to deliver to Maker the original warrants acknowledged as canceled.

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- 4. <u>FURTHER ASSURANCES</u>. The Parties hereto covenant and agree to undertake and perform at the request of any other Party at any time, and from time to time, any and all further steps and execute any and all further instruments, documents, and assurances as may be reasonably required by the other Party to give full force and effect to the provisions of this Agreement and to carry out the provisions of this Agreement.
- 5. <u>VOLUNTARY AGREEMENT</u>. The Parties hereto acknowledge and agree that they fully understand the terms of this settlement and voluntarily agree to the payment and settlement for the purpose of making a full compromise adjustment and resolution of any and all claims either Party may have against the other.
- 6. <u>READ AND UNDERSTOOD</u>. The undersigned acknowledge agree that they have carefully read the foregoing Release and Settlement Agreement, know the contents thereof, and sign this Agreement as their own free and voluntary act with full and complete authority to sign this Agreement on behalf of the respective Party and all entities, successors and assigns thereof.
- 7. ATTORNEYS FEES. In the event either party defaults or breaches this Agreement, such party shall reimburse all reasonable costs and attorney fees incurred by the other in connection with the default or breach. In the event of any litigation or other proceeding, including any action or participating in connection with a case or proceeding under any chapter of the Bankruptcy Code or any successor statute, between the parties to declare or enforce any provision of this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties, in addition to any other recovery and cost, reasonable attorney fees incurred in such litigation, and other proceeding, in both the trial and in all appellate courts and reasonable post-judgment collection costs, including attorney fees.

8.

# 9. MISCELLANEOUS.

- a. This Agreement contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior agreements and understandings between the parties, written or oral, with respect to its subject matter.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to principles of conflicts of laws.
- c. This Agreement may be amended only by a writing signed by each party to this Agreement.
- d. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original document and all of which, taken together, shall be deemed to constitute a single original document. A facsimile signature shall have the same legal effect as an original
- e. This Agreement may not be assigned by any party without the prior written consent of each of the other parties to this Agreement. This Agreement shall be

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binding upon the heirs, successors and permitted assigns of each of the parties to this Agreement.

MAKER:

BIT BY BIT COMPUTERS, INC.

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PAYEE:

PETRA CAPITAL, LLC

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**RECORDED: 05/09/2019** 

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