

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc., as Agent		01/31/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Impact Tech, Inc.		
Street Address:	223 E. De La Guerra St.		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4350771	CLEARSALEING OPTICS	
Registration Number:	4990535	FORENSIQ	
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@lkpgl.com		
Correspondent Name:	LKP Global Law, LLP		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suite 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	05/28/2019		
Total Attachments: 6			
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January 31, 2019

Impact Tech, Inc.
223 East De La Guerra Street
Santa Barbara, CA 93101
Attn: Jesper Rathje

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (as amended from time to time, the "**Loan Agreement**"), entered into and effective as of June 19, 2018, by and among Impact Holdings, Inc. (*aka* Impact Radius Holdings, Inc.), a Delaware corporation, and each of the parties set forth on Schedule 1 thereto (collectively referred to as the "**Borrower**"), the several banks and other financial institutions or entities from time to time parties thereto (collectively referred to as the "**Lender**") and Hercules Capital, Inc., in its capacity as administrative agent for itself and the Lender (in such capacity, the "**Agent**"). Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of the indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "**Obligations**") payable under the Loan Agreement. This letter (the "**Payoff Letter**") will confirm that, upon receipt by the Lender of the Payoff Amounts (together with any applicable Per Diem Amounts; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount; Wiring Instructions. The "**Term Loan 1 Payoff Amount**" is U.S. _____, the "**Term Loan 2 Payoff Amount**" is _____, the "**Term Loan 3 Payoff Amount**" is _____, and the "**Term Loan 4 Payoff Amount**" is _____ (the Term Loan 1 Payoff Amount, the Term Loan 2 Payoff Amount, the Term Loan 3 Payoff Amount, and the Term Loan 4 Payoff Amount, are the "**Payoff Amounts**") through and until 1:00 p.m. Eastern time on January 31, 2019 (the "**Payoff Date**"). If Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of _____ per day (the "**Term Loan 1 Per Diem Amount**"), the amount of _____ (the "**Term Loan 2 Per Diem Amount**"), the amount of _____ (the "**Term Loan 3 Per Diem Amount**"), and in the amount of _____ (the "**Term Loan 4 Per Diem Amount**"), together with the Term Loan 1 Per Diem Amount, the Term Loan 2 Per Diem Amount, and the Term Loan 3 Per Diem Amount, are the "**Per Diem Amounts**") until the Payoff Amounts are paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amounts. The Payoff Amounts and Per Diem Amounts quoted herein are effective through the last day of the month.

The Term Loan 2 Payoff Amount, the Term Loan 3 Payoff Amount, and the Term Loan 4 Payoff Amount (together with any applicable Term Loan 2 Per Diem Amount, Term Loan 3 Per Diem Amount, and the Term Loan 4 Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: _____
 Address: _____
 ABA#: _____
 Account Name: _____
 Account #: _____
 Reference: _____
 Contact: _____

The Term Loan 1 Payoff Amount (together with any applicable Term Loan 1 Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name: _____
 Address: _____
 ABA#: _____
 Account Name: _____
 Account #: _____
 Reference: _____
 Contact: _____

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender’s receipt of the Payoff Amounts (together with any applicable Per Diem Amounts), the Lender’s commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall be satisfied and discharged in full, and the Loan Agreement and other than the Warrant, all other documents entered into in connection with the Loan Agreement shall be terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall automatically terminate and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 6.3, 11.14 and 11.17 of the Loan Agreement shall survive the termination of the Loan Agreement.

Lender’s Agreements. Upon the Lender’s receipt of the Payoff Amounts (together with any applicable Per Diem Amounts):

(a) The undersigned hereby agrees that upon the payment in full of the Payoff Amounts, this Payoff Letter shall be deemed to be an authorization for the Borrower or any agent or other designee of the Borrower (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver

insurance certificates and proceeds and the like executed by any such party in favor of the Lender in connection with the transactions contemplated by the Loan Agreement (other than the Warrant) shall be automatically terminated, without further action of or consent by the Lender.

(b) Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Lender shall execute and deliver the Termination of Control Agreement attached hereto as Schedule A for each agreement by which Lender obtained control of a deposit account and / or a securities account to terminate its control over such deposit and / or securities account.

(d) Lender shall execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule B.

The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amounts, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Lender pursuant to the Loan Agreement or any other agreement (other than any Warrants) executed and/or delivered in connection therewith.

Release. For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "***Released Parties***") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.


Counterparts; Facsimile Delivery. Lender hereby requests that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

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Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).


Very truly yours,

HERCULES CAPITAL, INC.

By: 
Name: Zhuo Huang
Title: Associate General Counsel

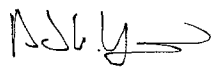
HERCULES CAPITAL FUNDING TRUST 2018-1,
as Lender

By: Hercules Capital, Inc., as Servicer

By: 
Name: Zhuo Huang
Title: Associate General Counsel

ACCEPTED AND AGREED:

IMPACT HOLDINGS, INC.

By: 
Name: David A. Yovanno
Title: Chief Executive Officer

IMPACT TECH, INC.

By: Per Pettersen
Name: Per Pettersen
Title: Chief Executive Officer

IMPACT RADIUS LIMITED

By: Per Pettersen
Name: Per Pettersen
Title: Director

IMPACT ATTRIBUTION, INC.

By: Per Pettersen
Name: Per Pettersen
Title: Chief Executive Officer

**FORENSIQ, LLC
(Merged with Impact Tech Inc as of December 31, 2018)**

By: N/A
Name: _____
Title: _____

FORENSIQ LIMITED

By: Per Pettersen
Name: Per Pettersen
Title: Director

INNOVATIVE MEDIA VENTURES I, LLC

By: Per Pettersen
Name: Per Pettersen
Title: Manager

MEDIARAILS, INC.

By: Per Pettersen
Name: Per Pettersen
Title: Chief Executive Officer

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM

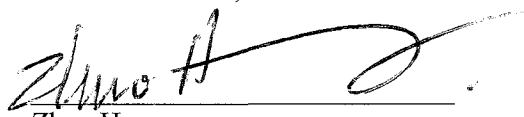
Schedule B



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNTS**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amounts on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of _____ (the "*Payoff Letter*") to Impact Holdings, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

HERCULES CAPITAL, INC.

By: 
Name: Zhuo Huang
Title: Associate General Counsel

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

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