

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529123

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|---|-------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Silicon Valley Bank | | 06/24/2019 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Perfect Sense, Inc. | | |
| Street Address: | 12120 Sunset Hills Road | | |
| Internal Address: | 6th Floor | | |
| City: | Reston | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20190 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4551200 | BRIGHTSPOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3102843894 | | |
| <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: | 4242393744 | | |
| Email: | susan.yates@btlaw.com | | |
| Correspondent Name: | Susan Yates | | |
| Address Line 1: | 2029 Century Park E Ste 300 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Susan Yates | | |
| SIGNATURE: | /Susan Yates/ | | |
| DATE SIGNED: | 06/25/2019 | | |
| Total Attachments: 7 | | | |
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this “**Termination**”), dated as of June 24, 2019, is executed by **SILICON VALLEY BANK** (“**Bank**”), in favor of **PERFECT SENSE, INC.**, a Delaware corporation (“**Debtor**”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of January 25, 2018 (as amended, the “**Security Agreement**”), by and between Debtor and Bank, Debtor granted to Bank a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 1, 2018, at Reel/Frame 006271/0649, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on February 1, 2018, at Reel/Frame 0447971/0147, to evidence the security interest granted under the Security Agreement.

D. Bank agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby agrees as follows:

(a) Bank expressly terminates and releases all of Bank’s right, title and interest in, to and under the following (collectively, the “**IP Collateral**”):

(i) Any and all copyrights rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Debtor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(v) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(vii) Any and all claims for damages by way of past, present and future infringements 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;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and


(x) 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.

(b) Bank authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has executed and delivered this Termination as of the day and year first above written.

SILICON VALLEY BANK

By: 
Name: Mackenzie Stevenson
Title: Vice President

[Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

| <u>Description</u> ¹ | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Brightspot User Experience Platform | N/A | N/A |
| Dari Development Framework | N/A | N/A |
| Brightspot Elastic Assets Manager Software | N/A | N/A |
| Brightspot Digital Asset Management Software | N/A | N/A |

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Crosslinker. Patent relating to the placement of hyperlinks within the body of text of a document, with the placement of the hyperlinks being performed automatically. | 9697204 | July 4, 2017 |
| Caching Techniques. Patent relating to caching techniques for web content. | 14/918,982 | October 2015 |
| Micro-Location Monitoring Techniques. Utility conversion application filed on October 20, 2016 for a patent filed in a provisional application. Patent relating to the optimization of mobile device micro-location monitoring. | 62/243,993 | October 2015 |
| App on Demand (Native Application Development Techniques). Utility conversion application filed on October 24, 2016 for a patent filed in a provisional application. Patent relating to a framework that allows organizations to build native iOS and Android applications more quickly and easily. | 62/245,967 | October 2015 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/ Registration Number</u> | <u>Application/ Registration Date</u> |
|-----------------------|--|---|
| Word Mark: Brightspot | 4551200 | June 17, 2014 |

EXHIBIT D

Mask Works

None.