

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as Agent		07/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KANOPY, INC.		
Street Address:	781 Beach Street		
Internal Address:	Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4834672	KANOPY	
CORRESPONDENCE DATA			
Fax Number:	229408773		
<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:	212.940.6562		
Email:	joanne.arnold@kattenlaw.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten Muchin Rosenman LLP		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/15/2019		
Total Attachments: 3			
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source=Trademark Release and Reassignment (Executed)#page2.tif			

CH \$40.00 4834672

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 15, 2019, by NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as Agent, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for certain Secured Parties. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Assignment described below.

WITNESSETH:

WHEREAS, Agent and KANOPY, INC., a Delaware corporation (“**Grantor**”), were parties to that certain Trademark Security Agreement dated as of June 7, 2018 (the “**Assignment**”), pursuant to which Grantor granted a security interest to Agent in certain Trademark Collateral as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks set forth on Schedule I hereto; and

WHEREAS, the Assignment was recorded by the United States Patent and Trademark Office on June 7, 2018, at Reel 6348, Frame 0520; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor’s right, title and interest in and to the Trademark Collateral.
2. Agent hereby releases its security interest in and lien on the Trademark Collateral.
3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

NEW CANAAN FUNDING MEZZANINE VI GP,
LLC, as Agent

By: New Canaan Funding Mezzanine, LLC, its sole and
managing member

By: _____

Name: Earl Mix

Title: Managing Member

Trademark Release and Reassignment (Kanopy)

TRADEMARK
REEL: 006693 FRAME: 0878

SCHEDULE I

1. REGISTERED TRADEMARKS

KANOPY	Serial No. 86-362,834 Registration No. 4834672	United States	41	October 20, 2015
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2. TRADEMARK APPLICATIONS

None.