

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534080

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900505132		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		07/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SMOOCH LABS INC.		
Street Address:	11150 SANTA MONICA BLVD.		
Internal Address:	SUITE 600		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86363993	JSWIPE	
Serial Number:	86363987	JSWIPE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.002924		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	07/29/2019		
Total Attachments: 3			

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of the 1st day of July, 2019, by SILICON VALLEY BANK, a branch registered in England and Wales under BRO14561 and FC029579, as security trustee (together with its successors, in such capacity, the "Security Agent") for the Secured Parties (as defined in the Facilities Agreement, defined below) in favor of SMOOCH LABS INC., a Delaware corporation ("Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the IP Agreement (as defined below).

WHEREAS, Grantor and the Security Agent entered into that certain (i) Senior Facilities Agreement dated as of March 28, 2018 (as amended, supplemented, or otherwise modified from time to time, the "Facilities Agreement") and (ii) Grantor and the Security Agent entered in that certain Intellectual Property Security Agreement dated as of March 28, 2018 (as amended, supplemented, or otherwise modified from time to time, the "IP Agreement") pursuant to which Grantor granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, the Intellectual Property Collateral, including the trademark registrations and applications listed on Schedule A hereto (the "Released Intellectual Property"), and pledged and mortgaged (but did not transfer title to) such Intellectual Property Collateral to Security Agent; and

WHEREAS, the IP Agreement was recorded in the records of the United States Patent and Trademark Office on March 28, 2018 at reel 6301, frame 0390;

WHEREAS, Grantor has requested that the Security Agent, and the Security Agent has agreed to, release its security interest in the Released Intellectual Property.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

The Security Agent hereby terminates and releases its security interest in the Released Intellectual Property and the Security Agent hereby assigns and transfers to Grantor, without any representation, warranty, or recourse whatsoever, the Security Agent's entire right, title, and interest in and to the Released Intellectual Property, effective as of the date set forth above.

The Security Agent understands and agrees that this Release may be recorded by or for the Grantor with the United States Patent & Trademark Office.

The Security Agent hereby agrees to execute such further instruments and documents and perform such further acts as Grantor may deem necessary to secure to Grantor the rights herein conveyed.

[signature page to follow]

"SECURITY AGENT"

SILICON VALLEY BANK

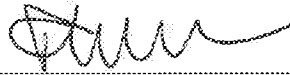
By: 
Name: R. J. McCAFFREY
Title: MD

EXHIBIT A

Trademarks

Jurisdiction	Application No.	Filing Date	Applicant	Mark
USA	86363993	12-Aug-2014	Smooch Labs, Inc.	JSWIPE
USA	86363987	12-Aug-2014	Smooch Labs, Inc.	JSWIPE