

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		03/06/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Resolve Systems, LLC		
Street Address:	2302 Martin Street, Ste 225		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87134269	HUMAN-GUIDED AUTOMATION	
Serial Number:	86468270	RESOLVE AUTOMATION BUILDER	
Registration Number:	4917346	RESOLVE SYSTEMS	
Registration Number:	4868959	RESOLVE	
CORRESPONDENCE DATA			
Fax Number:	2537361001		
<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:	5127884815		
Email:	marlinda.hinojosa@resolve.io		
Correspondent Name:	John Goodman		
Address Line 1:	2302 Martin Street, Ste 225		
Address Line 4:	Irvine, CALIFORNIA 92612		
NAME OF SUBMITTER:	John Goodman		
SIGNATURE:	/jg/		
DATE SIGNED:	08/02/2019		
Total Attachments: 10			
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Western Alliance
Bank

Member FDIC

August 2, 2019

Resolve Systems, LLC
2302 Martin Street, Suite 225
Irvine, CA 92612

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of August 2, 2019, between Western Alliance Bank, an Arizona corporation ("Lender") in favor of Resolve Systems, LLC, an Illinois limited liability company, formerly known as GenerationE Consulting, LLC ("Grantor").

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of March 6, 2017, (as amended from time to time, the "Loan Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B and C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Grantor without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: 

Name: PeeJay Embalsado

Title: Officer

Enclosures

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
HUMAN-GUIDED AUTOMATION	87134269		August 10, 2016
RESOLVE AUTOMATION BUILDER	86468270		December 1, 2014
RESOLVE SYSTEMS	86501272	4917346	March 15, 2016
RESOLVE	85474079	4868959	December 15, 2015

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Run-book automation platform with actionable document	8,533,608	12/826,554	Issued	September 10, 2013

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 6, 2017 (the "Agreement") between RESOLVE SYSTEMS, LLC, an Illinois limited liability company, formerly known as GenerationE Consulting, LLC ("Grantor") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") is made with reference to the Loan and Security Agreement, dated as of March 6, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

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

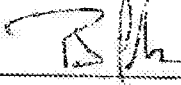
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RESOLVE SYSTEMS, LLC

By: 

Name: Paul Gibson

Title: General Counsel

LENDER:

WESTERN ALLIANCE BANK

By: 

Name: Elizabeth Dugley

Title: Relationship Manager

Address for Notices:

2302 Marin Street, Suite 225
Irvine, California 92612
Attn: Martin Savitt - CEO
With a copy to: Paul Gibson - General Counsel

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing/Registration Date:</u>
HUMAN-GUIDED AUTOMATION	87134269		August 10, 2016
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<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Run-book automation platform with actionable document	8,533,608	12/826,554	Issued	September 10, 2013



BridgeBank

May 15, 2017

Resolve Systems, LLC
2302 Martin Street, Suite 225
Irvine, CA 92612

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of May 25, 2017, by Western Alliance Bank, an Arizona corporation ("Lender") in favor of Resolve Systems, LLC, an Illinois limited liability company, formerly known as GenerationE Consulting, LLC ("Grantor").

Company assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of March 6, 2017, as may have been amended (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender agrees to release all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse.

Western Alliance Bank
An Arizona corporation

By: 

Name: Candace Clow

Title: Asst. Vice President

55 Almaden Boulevard | San Jose, California 95113 | 408.423.8500 | Fax: 408.423.8520 | BridgeBank.com