

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		10/03/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ALTIFY, INC.		
Trading As:			
Street Address:	803 Kirkland Ave., Suite 100		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2090245	DEMOTECHNIQUES	
Registration Number:	2321520	INFOMENTIS	
Registration Number:	2542766	M INFOMENTIS	
Registration Number:	2555935	EYE OF THE BUYER	
CORRESPONDENCE DATA			
Fax Number:	6192361995		
<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>			
Email:	docket_ip@pillsburylaw.com, michelle.mehok@pillsburylaw.com, sandra.edge@pillsburylaw.com		
Correspondent Name:	MICHELLE L. MEHOK		
Address Line 1:	12255 El Camino Real		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	036910-000008		
NAME OF SUBMITTER:	Michelle L. Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	10/07/2019		

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Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”), dated as of October 3, 2019, by SILICON VALLEY BANK, a California corporation, with a loan production office located at 505 Howard Street, Floor 3, San Francisco, California 94105 (the “Bank”), in favor of ALTIFY, INC. (formerly known as Select Selling, Inc.), a Washington corporation with its principal place of business at 803 Kirkland Avenue, Suite 100, Kirland, Washington 98033 (the “US Grantor”).

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement, dated as of September 29, 2017, by and among the US Grantor, ALTIFY IRELAND LIMITED, a private company limited by shares registered in Ireland with registration number 406845 (“Irish Grantor”), ALTIFY LIMITED, a company registered under the laws of England and Wales under company number 5160093 (“UK Grantor” and, together with the US Grantor and Irish Grantor, each a “Grantor” and collectively “Grantors”), and the Bank (the “Security Agreement”), each Grantor granted to the Bank a security interest in all of its right, title and interest, whether presently existing or thereafter acquired, in, to and under all of the collateral described in detail therein (the “Collateral”);

WHEREAS, pursuant to the Security Agreement, the US Grantor executed and delivered to the Bank an Intellectual Property Security Agreement, dated as of September 29, 2017 (the “Intellectual Property Security Agreement”), which Intellectual Property Security Agreement was recorded with the United States Copyright Office (“Copyright Office”) on October 3, 2017, in Document Number V9951D554, and with the United States Patent and Trademark Office (“USPTO”) on October 3, 2017, in Reel 6169, Frame 0773, with respect to Trademarks (defined below); and

WHEREAS, the Bank acknowledges and agrees that the Intellectual Property Security Agreement has been terminated and has agreed to terminate, cancel, discharge and release all of its rights in the Collateral secured by the Intellectual Property Security Agreement, including, without limitation, reconveyance of any and all of the rights and interests of Bank in and to the Copyrights listed in Exhibit A and Trademarks listed in Exhibit C attached hereto (the “Released Collateral”) to Grantor.

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Intellectual Property Security Agreement.

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2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN COLLATERAL. The Bank hereby releases in its entirety all security interests, including the lien and security interest, granted pursuant to the Intellectual Property Security Agreement. Bank hereby reconveys to each Grantor, without recourse or warranty, all of Bank's right, title, claim and interest in and to the Released Collateral, including, but not limited to:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, 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");

(b) 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;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held, except for rights of Grantor held under licenses that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law);

(d) All patents and patent applications 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");

(e) 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, but excluding "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise (collectively, the "Trademarks");

(f) 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");

(g) 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;

(h) 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, except for rights of Grantor held under licenses that are not

assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law);

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

(j) 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.

3. RECORDATION. The Bank hereby authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials of the United States to record this Release of the security interest in the Collateral.

4. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

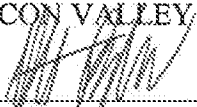
5. GOVERNING LAW. The validity, interpretation, and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of California.

6. EXECUTION. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

(Signature follows on next page)

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered by its duly authorized office as of the date first written above.

SILICON VALLEY BANK, as Bank

By: 

Name MATT PERLOW

Title VICE PRESIDENT

Signature Page to Release of Intellectual Property Security Agreement

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Account strategy & planning; Account strategy & planning facilitator guide; Account strategy & planning resource guide; Resource guide & lineage guide workbook	V3599D789	1/20/2011

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEMOTECHNIQUES	2090245	08/19/1997
INFOMENTIS	2321520	02/22/2000
M INFOMENTIS	2542766	02/26/2002
EYE OF THE BUYER	2555935	04/02/2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.