# OP \$65.00 86667214

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM544267 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VII, INC.		10/04/2019	Corporation: MARYLAND
VENTURE LENDING & LEASING VIII, INC.		10/04/2019	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	SUPER HOME INC.	
Street Address:	120 2nd Street, 4th Floor	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94105	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	86667214	HELLOSUPER
Serial Number:	86578020	SUPER

#### CORRESPONDENCE DATA

**Fax Number:** 6465584180

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.

**Phone:** 2124597115

Email: TRoot@goodwinlaw.com

Correspondent Name: Troy Root
Address Line 1: 620 8th Avenue

Address Line 4: New York, NEW YORK 10018

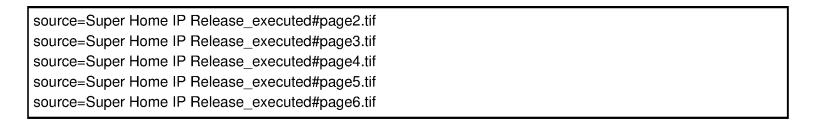
ATTORNEY DOCKET NUMBER:	131479-234069
NAME OF SUBMITTER:	Troy Root
SIGNATURE:	/s/ Troy Root
DATE SIGNED:	10/08/2019

**Total Attachments: 6** 

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TRADEMARK REEL: 006765 FRAME: 0762

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is dated as of October 4, 2019 (the "Release Date") by VENTURE LENDING & LEASING VII, INC. ("VLL7") and VENTURE LENDING & LEASING VIII, INC. ("VLL8"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party"), for the benefit of SUPER HOME INC., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor has entered into that certain Loan and Security Agreement, dated as of February 29, 2016, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into that certain Intellectual Property Security Agreement, dated as of February 29, 2016 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Grantor granted to Secured Party security interests in and to the Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Intellectual Property Collateral"):

- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions

ACTIVE/101063400.1

or renewals thereof, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "<u>Trademarks</u>");

- (d) Any and all 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;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) 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.

WHEREAS, the Grantor no longer has any outstanding secured obligations owing to Secured Party under the Loan Agreement or the other documents executed in connection therewith and have requested that Secured Party release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

- 1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Intellectual Property Collateral, including, without limitation, the Copyrights, Patents and Trademarks, granted by the Grantor, and agrees and acknowledges that all of the rights and interests of Secured Party to the Intellectual Property Collateral, including, without limitation, those in the Copyrights Patents and Trademarks, are hereby terminated and released.
- 2. <u>Recordation of Release</u>. Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the United States Patent & Trademark Office or Library of Congress, Copyright Office, as applicable.
- 3. <u>Further Actions</u>. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the IP Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

#### **SECURED PARTY:**

VENTURE LENDING & LEASING VII, INC.

By:

Name: Rudy Ruano

Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102 Portola Valley, CA 94028 Attn: Chief Financial Officer

Fax # 650-234-4343 Phone # 650-234-4300

#### SECURED PARTY:

VENTURE LENDING & LEASING VIII, INC.

By:

Name: Rudy Ruano

Title: Investment Partner

Address for Notices:

104 La Mesa Dr., Suite 102 Portola Valley, CA 94028 Attn: Chief Financial Officer

Fax # 650-234-4343

Phone # 650-234-4300

# EXHIBIT A

# Copyrights

Description

Registration Number

Registration Date

None.

ACTIVE/101063400.1

## EXHIBIT B

#### Patents

<u>Description</u> <u>Registration/Serial Number</u>

Registration / Application

<u>Date</u>

HOME MAINTENANCE AND REPAIR INFORMATION TECHNOLOGY METHODS AND SYSTEMS 62219924

September 17, 2015

ACTIVE/101063400.1

# EXHIBIT C

Trademarks

<u>Description</u> <u>U.S. Registration/Application</u> <u>Registration/Application Date</u>

Number

**SUPER** 86578020 March 26, 2015

**HELLOSUPER** 86667214 June 18, 2015

ACTIVE/101063400.1

**RECORDED: 10/08/2019**