

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/12/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rebellion Photonics, Inc.		
Street Address:	2327 Commerce Street		
Internal Address:	Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5023118	REBELLION	
Registration Number:	4949782		
Registration Number:	4909600	REBELLION PHOTONICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	REB580-71000		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	11/12/2019		
Total Attachments: 4			
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 17, 2019 (“Release”), is made by Silicon Valley Bank, a California corporation (“Bank”), in favor of Rebellion Photonics, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 3, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Grantor, the other grantors from time to time party thereto and Bank, and the Intellectual Property Security Agreement dated as of July 3, 2017, by and among the Grantor and Bank (“IP Security Agreement”), Grantor granted to Bank, to secure its obligations under the Loan Agreement, a security interest in, among other items: (i) all of the Grantor’s right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the “Trademarks”) set forth on Schedule A attached hereto, and (ii) all of the Grantor’s right, title and interest in and to the United States patents and patent applications (the “Patents”) set forth on Schedule B attached hereto; and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on July 5, 2017, at Reel 006098 Frame 0600.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement.

SECTION 2. Termination and Release. Bank, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in all right, title or interest of Grantor in and to all Trademarks and Patents, including, but not limited to, the foregoing listed on Schedule A and Schedule B attached hereto, granted pursuant to the Loan Agreement or IP Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

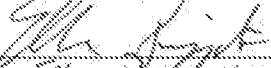
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

[Signature Page Follows]


IN WITNESS WHEREOF, Bank has caused this Termination and Release of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

Bank:

Silicon Valley Bank

By: 
Name: Alan H. ...
Title: Vice President

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration / Application Date</u>
REBELLION	Reg. No. 5023118 Serial No. 86388703	08/08/2016 09/08/2014
	Reg. No. 4949782 Serial No. 86711070	05/03/2016 07/31/2015
REBELLION PHOTONICS	Reg. No. 4909600 Serial No. 86388729	03/01/2016 09/08/2014

PATENTS AND APPLICATIONS

<u>Description</u>	<u>Patent / Application / Publication Number</u>	<u>Registration / Application / Publication Date</u>
DIVIDED-APERTURE INFRA-RED SPECTRAL IMAGING SYSTEM	Pat. No. 9562849 App. No. 14538827 Pub. No. 20150136982	02/07/2017 11/12/2014 05/21/2015
DIVIDED-APERTURE INFRA-RED SPECTRAL IMAGING SYSTEM	Pat. No. 9599508 App. No. 14539899 Pub. No. 20150136981	03/21/2017 11/12/2014 05/21/2015
DIVIDED-APERTURE INFRA-RED SPECTRAL IMAGING SYSTEM FOR CHEMICAL DETECTION	Pub. No. 20150069239 App. No. 14543692	03/12/2015 11/17/2014
MOBILE GAS AND CHEMICAL IMAGING CAMERA	Pub. No. 20150316473 App. No. 14700791	11/05/2015 04/30/2015
HYDROGEN SULFIDE IMAGING SYSTEM	Pub. No. 20160349228 App. No. 15166092	12/01/2016 05/26/2016