

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bridge Bank, a Division of Western Alliance Bank		12/18/2019	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NUMERIX LLC		
<b>Street Address:</b>	99 Park Avenue		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78832566	NUMERIX	
<b>Serial Number:</b>	78665774	LEADING HEDGE	
<b>Serial Number:</b>	77667215	NUMERIX	
<b>Serial Number:</b>	75092619	NUMERIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<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>			
<b>Phone:</b>	4156533738		
<b>Email:</b>	ipdocketing@venable.com		
<b>Correspondent Name:</b>	William A. Hector, Esq.		
<b>Address Line 1:</b>	Venable LLP		
<b>Address Line 2:</b>	P.O. Box 34385		
<b>Address Line 4:</b>	Washington, D.C. 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	123548501554 Security Rel		
<b>NAME OF SUBMITTER:</b>	William A. Hector		
<b>SIGNATURE:</b>	/William A. Hector/		
<b>DATE SIGNED:</b>	01/07/2020		

OP \$115.00 78832566

**Total Attachments: 5**

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### MUTUAL RELEASE OF CLAIMS

Western Alliance Bank, together with and on behalf of any of its parent, subsidiary, and affiliated entities, and any of its respective past, present, and future officers, directors, managers, employees, agents, representatives, attorneys, heirs, executors, administrators, trustees, predecessors, successors, and assigns (together, the "Bank"), in consideration of the covenants and agreements contained in the pay-off letter dated December 18, 2019 (the "Pay-Off Letter"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases and discharges Numerix LLC, together with any of its parent, subsidiary, and affiliated entities, and any of its respective past, present, and future officers, directors, managers, employees, agents, representatives, attorneys, heirs, executors, administrators, trustees, predecessors, successors, and assigns (together "Numerix") from all actions, causes of action, suits, debts due, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law, admiralty or equity, whether presently known or unknown, which the Bank now has, ever had or hereafter can, shall or may have against Numerix, from the beginning of time to the date of this Release, solely relating to the Loan and Security Agreement dated August 24, 2015 by and between the Bank and Numerix, as amended from time to time, (the "Released Claims").

Numerix, likewise, hereby releases and discharges the Bank from all actions, causes of action, suits, debts due, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law, admiralty or equity, whether presently known or unknown, which Numerix

now has, ever had or hereafter can, shall or may have against the Bank, from the beginning of time to the date of this Release, arising from or relating to the Released Claims.

The Bank and Numerix (together, the "Parties") acknowledge that they are aware that they may hereafter discover facts different from or in addition to what they now know or believe to be true with respect to matters herein released and the Parties agree that this release shall be and remain in effect in all respects as a complete release for the Released Claims, notwithstanding any such different or additional facts. It is the Parties' intent that this Release shall be effective as a full and final accord and satisfaction, and release of each and every one of the Released Claims. This Release does not affect in any way claims seeking enforcement of the Pay-Off Letter.

The Parties agree to waive the provisions of California Civil Code section 1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

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[SIGNATURE PAGE FOLLOWS]**

Dated: December 11, 2019

**WESTERN ALLIANCE BANK**

By: 

Title: Senior Counsel

Dated: December \_\_, 2019

**NUMERIX LLC**

By: 

Title: CEO

**WA**  
**WESTERN ALLIANCE BANK**

December 18, 2019

Numerix LLC  
Numerix Canada, LLC  
Risk Technology Solutions Incorporated  
99 Park Avenue 5th Floor  
New York, NY 10016

Loan Number: 21743-3  
Borrower: Numerix LLC; Numerix Canada, LLC; Risk Technology Solutions Incorporated

Reference is made to the Loan and Security Agreement, dated as of August 24, 2015, and the Loan and Security Modification Agreement dated as of December 28, 2017 (as further modified, supplemented, or amended from time to time, the "Loan Agreement") between Borrower and Western Alliance Bank ("Bank"), the Intellectual Property Security Agreement dated as of August 24, 2015, and the UCC filings recorded in the Office of the Secretary of State of Delaware (Lien No. 20153699609). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Principal:		\$0.00
Interest to: <u>12/18/19</u>		\$0.00
Prepayment Fee:		\$0.00
Demand Fee:		\$0.00
Facility Fee		\$0.00
Due Diligence Fee		\$0.00
Maintenance Fee		\$0.00
Success Fee		\$0.00
Settlement of Fee In Lieu of Warrant	\$30,000.00	
Legal Fee		\$0.00
UCC Termination Fee (3)		\$0.00
<b>Total</b>		<u>\$30,000.00</u>

The per diem accrual of interest and fees on the unpaid principal amount of the Credit Extensions is: \$0.00

The Pay-Off Amount should be wire-transferred to Bank as follows:

Bridge Bank  
55 Almaden Boulevard, Suite 100  
San Jose, CA 95113  
ABA Routing No. 121 143 260  
Account No. 1891483302  
Reference: Numerix LLC; Numerix Canada, LLC; Risk Technology Solutions Incorporated payoff

Upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Repayment Date"), without further action on the part of the parties hereto: (i) all indebtedness owing from Borrower to Bank under the Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Bank as security shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated.


From and after the Repayment Date, Bank (i) authorizes Borrower or Borrower's designee including its counsel at Borrower's sole cost and expense to file (a) any UCC termination statements necessary to terminate all UCC financing statements in Bank's favor with respect to Borrower; and (b) any necessary lien releases with the United States Patent and Trademark Office, or any similar state agency; (ii) shall deliver to Borrower all collateral with respect to the Loan Documents which are in the possession of Bank, and (iii) shall deliver and execute if necessary to Borrower any other documents necessary to release or terminate any security interest or lien with respect to Borrower's assets. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Bank on or after the Repayment Date shall be prepared at Borrower's expense and any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.


BRIDGE BANK, A DIVISION OF WESTERN ALLIANCE BANK. MEMBER FDIC.

  
Brendan Carr  
Relationship Manager


Acknowledged by:  
Numerix LLC

  
By: \_\_\_\_\_  
Name: Steven O'Hara  
Title: CEO

Acknowledged by:  
Numerix Canada, LLC

  
By: \_\_\_\_\_  
Name: Steven O'Hara  
Title: CEO

Acknowledged by:  
Risk Technology Solutions Incorporated

  
By: \_\_\_\_\_  
Name: Steven O'Hara  
Title: CEO