

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XL Innovate Fund, LP		02/28/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Loop Labs, Inc.		
Street Address:	1530 Blake Street, Suite 220		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86380982	NOTION	
Serial Number:	88371754	NOTIONPRO	
CORRESPONDENCE DATA			
Fax Number:	2124796275		
<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:	2124796436		
Email:	mnair@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, NW, Ste. 700		
Address Line 2:	Mihaela Nair, Trademark Paralegal		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Mihaela Nair		
SIGNATURE:	/Mihaela Nair/		
DATE SIGNED:	03/03/2020		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property is made as of February 28, 2020, by XL Innovate Fund, LP, a Delaware limited partnership (“**Administrative Agent**”) in favor of Loop Labs, Inc., a Delaware corporation (“**Grantor**”) with its principal place of business located at 1530 Blake Street, Suite 220, Denver, CO 80202.

Recital

WHEREAS, pursuant to an Intellectual Property Security Agreement entered into as of July 3, 2019, recorded with the U.S. Patent and Trademark Office as set forth on Exhibits A and B, Grantor granted to Administrative Agent a security interest in all of Grantor’s right, title, and interest in, to and under its intellectual property (collectively referred to as, the “**Intellectual Property Collateral**”), including:

(a) Any and all 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registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”);

(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;

(d) All patents, patent applications and like protections 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 A** 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 B** attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (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;

(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.

WHEREAS, Grantor has no outstanding obligations to Administrative Agent under the terms of the Intellectual Property Security Agreement, and Grantor has requested and Administrative Agent has agreed to release its security interest in the Intellectual Property Collateral and terminate the Intellectual Property Security Agreement.

Agreement

Now, therefore, intending to be legally bound hereby, Administrative Agent agrees that it terminates and releases its security interest in the Intellectual Property Collateral, terminates the Intellectual Property Security Agreement, and reassigns to Grantor, without warranty or recourse, all right, title, and interest of Administrative Agent in, to, and under the Intellectual Property Collateral.

[SIGNATURE PAGE FOLLOWS]

ADMINISTRATIVE AGENT:

XL Innovate Fund, LP, as Administrative Agent
for Secured Parties

By: XL Innovate Partners, LP
Its: General Partner

By: G. Thompson Hutton
Name: G. Thompson Hutton
Title: Authorized Signatory

Address of Administrative Agent:

3555 Alameda De Las Pulgas, 2nd Floor
Menlo Park, CA 94025

Exhibit A - Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Building sensor array	9,860,687	1/2/2018
Spectral recognition of percussive sounds	10,062,395	8/28/2018
SPECTRAL RECOGNITION OF PERCUSSIVE SOUNDS	16/113882	8/27/2018
BUILDING SENSOR ARRAY	15/860154	1/2/2018
SPECTRAL RECOGNITION OF PERCUSSIVE SOUNDS	16/774712	1/28/2020
Monitoring of fullness of a closed system using a piezoelectric transducer	62/054,387	9/24/2014
Spectral Recognition of Percussive Sounds via Piezoelectric Transducer	62/262,609	12/3/2015
D-Techt Awareness Platform	61/973,020	3/31/2014

Administrative Agent's security interest recorded at the U.S. Patent and Trademark Office on July 19, 2019 at Reel Number 049800 and Frame Number 0482.

Exhibit B – Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NOTION	86380982	6/28/2016
NOTIONPRO	88371754	4/4/2019

Administrative Agent's security interest recorded at the U.S. Patent and Trademark Office on July 19, 2019 at Reel Number 6698 and Frame Number 0435.