

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCALATE CAPITAL PARTNERS SBIC III, LP		03/06/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Solovis, Inc.		
Street Address:	5030 Riverside Drive		
Internal Address:	Suite 350		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5661149	SOLOVIS	
CORRESPONDENCE DATA			
Fax Number:	8046982066		
<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:	804-775-1676		
Email:	jhowell2@mcguirewoods.com		
Correspondent Name:	Michael A. Shafer, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Michael A. Shafer		
SIGNATURE:	/Michael A. Shafer/		
DATE SIGNED:	03/09/2020		
Total Attachments: 3			
source=Active_127800615_2_Termination and Release of Security Interest in IP (IP Security Agreement) Solovis#page1.tif			
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OP \$40.00 5661149

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 6, 2020 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **SOLOVIS, INC.**, a Delaware corporation (“Grantor”) with its principal place of business located at 5030 Riverside Drive, Suite 350, Irving, TX 75039.

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of December 20, 2019 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and between Lender and Grantor, and (ii) Intellectual Property Security Agreement dated as of December 20, 2020 by and between Lender and Grantor (the “IP Agreement”, together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

WHEREAS, the IP Agreement was recorded on December 23, 2019 with the US Patent and Trademark Office (“USPTO”) on reel 6824 frame 0412 for the trademarks listed on Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

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

(a) terminates the IP Agreement and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor’s Intellectual Property listed on Schedule A; and

(c) 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, without regard to its conflict of laws principles.

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

**ESCALATE CAPITAL PARTNERS
SBIC III, LP**

By: Escalate SBIC Capital Management III, LLC, its
general partner

By:  _____

Name: Simon James
Title: Chief Financial Officer

Address:
6011 West Courtyard Drive
Building 5, Suite 405
Austin, Texas 78730

(Signature Page to Termination And Release Of Security Interest In Intellectual Property)

**TRADEMARK
REEL: 006885 FRAME: 0288**

SCHEDULE A

TRADEMARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Solovis (with US Patent and Trademark Office)	5661149	January 22, 2019
Solovis (with UK Intellectual Property Office)	1447568	April 15, 2019
Solovis (with EU Intellectual Property Office)	1447568	February 7, 2019