# CH \$115.00 37347

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM566274

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		02/12/2020	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	8tracks, Inc.
Street Address:	51 Sharon Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94114
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3734756	
Registration Number:	3734755	
Registration Number:	3734754	8TRACKS
Registration Number:	3737565	8TRACKS

## **CORRESPONDENCE DATA**

**Fax Number:** 3035727883

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: 303-583-8224
Email: uspt@polsinelli.com

Correspondent Name: Rachel A. Rice, Polsinelli PC
Address Line 1: 1401 Lawrence Street, Suite 2300
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Rachel A. Rice

SIGNATURE: /Rachel A. Rice/

DATE SIGNED: 03/10/2020

**Total Attachments: 4** 

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### TERMINATION OF SECURITY INTEREST

WHEREAS, 8tracks, Inc., a Delaware corporation (the "Grantor"), was the owner of record of the trademarks and applications listed on <u>Schedule I hereto</u> (the "Trademarks");

WHEREAS, Grantor entered the Intellectual Property Security Agreement dated June 2, 2016 (the "Security Agreement") between Grantor and Silicon Valley Bank, (the "Grantee"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on June 6, 2016, at Reel 5807/Frame 0513;

WHEREAS, pursuant to the Intellectual Property Security Agreement, Grantor granted a security interest to Grantee in the Intellectual Property Collateral, as that term is defined in the Intellectual Property Security Agreement;

WHEREAS, the Grantee desires to release its security interests in the Intellectual Property Collateral and terminate the Intellectual Property Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee:

- 1. Hereby releases, without recourse or representation or warranty, express or implied, any and all liens, security interests, right, title, and interest of Grantee pursuant to the Intellectual Property Security Agreement in and to the Intellectual Property Collateral, including, without limitation, all of the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (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 <u>Exhibit A</u> 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");

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- (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;
- (b) 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.
- 2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

[Signature Page Follows.]

> Name: \_ Title: \_\_

# Exhibit A

TRADEMARK	JURISDICTION	NUMBER	OWNER	
8TRACKS	United States (Federal)	RN: 3734754 SN: 77392831	8Tracks, Inc. (Delaware Corp.)	
8TRACKS	United States (Federal)	RN: 3737565 SN: 77392828	8Tracks, Inc. (Delaware Corp.)	
Design Only	United States (Federal)	RN: 3734755 SN: 77392839	8Tracks, Inc. (Delaware Corp.)	
Design Only United States (Federal)		RN: 3734756 SN: 77392843	8Tracks, Inc. (Delaware Corp.)	

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