

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING VII, INC.		04/06/2020	Corporation: MARYLAND
VENTURE LENDING & LEASING VIII, INC.		04/06/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	OWLET BABY CARE INC.		
Street Address:	2500 EXECUTIVE PARKWAY		
Internal Address:	SUITE 500		
City:	LEHI		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5037581	REST ASSURED	
Registration Number:	4872003		
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.002196		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		
DATE SIGNED:	04/13/2020		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “**Release**”) is made as of the 6th day of April, 2020 between OWLET BABY CARE INC., a Delaware corporation (“**Assignee**”), and each of VENTURE LENDING & LEASING VII, INC., a Maryland corporation, and VENTURE LENDING & LEASING VIII, INC., a Maryland corporation (collectively, “**Assignor**”).

WHEREAS, in connection with certain loan documents, Assignee and Assignor entered into (i) that certain Loan and Security Agreement and Supplement dated as of November 16, 2015 (as amended, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) and (ii) that certain Intellectual Property Security Agreement dated as of November 16, 2015 (as amended, supplemented, or otherwise modified from time to time, the “**IP Agreement**”, and together with the Loan Agreement, collectively, the “**Agreements**”) for the purpose of securing certain obligations of Assignee to Assignor;

WHEREAS, pursuant to the Agreements, Assignee granted Assignor, for the benefit of Assignor, a security interest in all of the Patents and Trademarks (as defined in the Agreements) (collectively hereinafter the “**Intellectual Property**”), including the Patents and Trademarks identified on Exhibit A attached hereto (the “**Released Intellectual Property**”), and pledged and mortgaged (but did not transfer title to) the Intellectual Property to Assignor;

WHEREAS, the IP Agreement was recorded with the United States Patent and Trademark Office on November 17, 2015, at Reel/Frame 037064/0547, with respect to the patents, and Reel/Frame 5670/0722, with respect to the trademarks;

WHEREAS, all of the indebtedness and other obligations secured by Assignor’s security interest in the Intellectual Property (including, including without limitation, the Released Intellectual Property) have been repaid in their entirety, and the Assignor is therefore obligated to release its security interest in the Intellectual Property, including without limitation, the Released Intellectual Property; and

WHEREAS, Assignee has requested that Assignor, and Assignor has agreed to, release its security interest in the Intellectual Property, including without limitation, the Released Intellectual Property.

NOW, THEREFORE, for valuable consideration and pursuant to the terms and conditions set forth in the Agreements:

Assignor hereby terminates and releases its security interest in the Intellectual Property, including without limitation, the Released Intellectual Property, and Assignor hereby assigns and transfers to Assignee, without any representation, warranty, or recourse whatsoever, Assignor’s entire right, title, and interest in and to the Intellectual Property, effective as of the date set forth above.

Assignor hereby agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

[Signature Page Follows]

“ASSIGNOR”

VENTURE LENDING & LEASING VII, INC.

By: *Jay Cohan*
Jay Cohan (Apr 6, 2020)
Name: Jay Cohan
Title: Vice President

VENTURE LENDING & LEASING VIII, INC.


By: *Jay Cohan*
Jay Cohan (Apr 6, 2020)
Name: Jay Cohan
Title: Vice President

EXHIBIT A

Patents

Description	Registration/ Application Number	Registration/Application Date
Wireless Infant Health Monitor	9,693,730	(07/04/2017)
Infant Sock	D781,568	(03/21/2017)

Trademarks

Description	Registration/ Application Number	Registration/Application Date
REST ASSURED	5,037,581	(09/06/2016)
	4,872,003	(12/15/2015)