

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NH EXPANSION CREDIT FUND HOLDINGS LP		09/28/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	T3C INC.		
Street Address:	100 Century Center Court, Suite 800		
Internal Address:	Attn: Chief Financial Officer		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87839049	RSI	
Serial Number:	87839047	RSI	
CORRESPONDENCE DATA			
Fax Number:	3102843894		
<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:	4242393744		
Email:	susan.yates@btlaw.com		
Correspondent Name:	Susan Yates		
Address Line 1:	2029 Century Park E Ste 300		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Susan Yates		
SIGNATURE:	/Susan Yates/		
DATE SIGNED:	09/29/2020		
Total Attachments: 12			
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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of September 28, 2020, is executed by NH EXPANSION CREDIT FUND HOLDINGS LP (the "Secured Party"), and in favor of T3C INC., a Delaware corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of September 11, 2020, executed by Grantor (the "Security Agreement"), Grantor granted to Secured Party a security interest in the Trademarks (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 11, 2020, to evidence the security interest granted under the Security Agreement.

C. Secured Party agrees to terminate and release its security interest in the Trademarks specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. The Security Agreement is hereby terminated and of no further force and effect.
2. Secured Party expressly terminates and releases all of Secured Party's right, title and interest in, to and under the following:
 - (a) trademark and service mark 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 (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit A** but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;
 - (b) Any and all claims for damages by way of past, present and future infringement 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;
 - (c) All licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
 - (d) All amendments, renewals and extensions of any of the Trademarks; and
 - (e) 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.
3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office at the Grantor's sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

6. New York law governs this Agreement without regard to principles of conflicts of law. Grantor, Agent and each Holder each submit to the exclusive jurisdiction of the State and Federal courts in New York County, City of New York, New York; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Agent or any Holder from bringing suit or taking other legal action in any other jurisdiction to realize on the Intellectual Property Collateral or any other security for the Obligations, or to enforce a judgment or other court order in favor of Agent or any Holder. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court.¹

¹ NTD: Ported from Security Agreement.

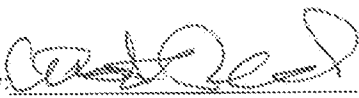
IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

NH EXPANSION CREDIT FUND HOLDINGS LP

By: MS Expansion Credit GP, L.P.
Its: General Partner

By: MS Expansion Credit GP Inc.
Its: General Partner



By:  _____

Name: William Reiland


Title: Managing Director


EXHIBIT A

Trademarks



GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
T3C Inc.		Serial No. 87839049	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Mar-19-2018	United States
T3C Inc.		Serial No. 87839047	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service	Filed Mar-19-2018	United States

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		<p>Application No. 001434697</p> <p>Registration No. 001434697</p>	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring</p>	<p>Filed Sep-18-2018</p> <p>Registered Apr-29-2019</p>	<p>European Union</p> <p>(via Madrid Protocol)</p>


GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			software for product tracking and product authentication		
T3C Inc.		<p>Application No. 8153926</p> <p>Registration No. 8153926</p>	<p>Class 35: Business-management services, namely, providing information and advice regarding the management and analysis of data and information relating to or gathered via automatic identification; business-management-consulting services relating to pre-sale and point-of-sale product tracking and product authentication and the development and analysis of point-of-sale merchandising programs; consultation services in the fields of strategic promotion, advertising and marketing for businesses; providing a website with information of interest to the fields of automated identification and business-information management</p> <p>Class 41: Training services in the fields of automatic identification, and business-information management, and point-of-sale merchandising programs; training services in the fields of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and</p>	<p>Filed Mar-12-2009</p> <p>Registered Sep-19-2010</p>	European Union

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		<p>Application No. 1434697</p> <p>Registration No. 1434697</p>	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary</p>	<p>Filed Sep-18-2018</p> <p>Registered Nov-22-2018</p>	<p>Madrid Protocol</p> <p>Designated Jurisdictions: China, European Union, Mexico, Russia, United Kingdom</p>

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.	RSi	Application No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses	Filed Sep-18-2018	Mexico (via Madrid Protocol)
T3C Inc.	RSi	Application No. 1434697	Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing,	Filed Sep-18-2018	Mexico (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		Application No. 1289010 Registration No. 1327747	Class 42: Providing temporary use of non-downloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of non-downloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; application service provider (ASP) featuring software for product tracking and product authentication	Filed Jul-04-2012 Registered Nov-15-2012	Mexico
T3C Inc.		Application No. 1434697	Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and	Filed Sep-18-2018	Russia (via Madrid Protocol)

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			<p>business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication</p>		
T3C Inc.		<p>Application No. 2012722812</p> <p>Registration No. 535917</p>	<p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification; providing temporary use of nondownloadable software for</p>	<p>Filed Jul-05-2012</p> <p>Registered Mar-02-2015</p>	Russia

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGISTRATION DATE	GRANTING JURISDICTION
			performing, managing and analyzing pre-sale and point-of-sale product tracking and product authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification; Application service provider (ASP) featuring software for product tracking and product authentication		
T3C Inc.		<p>Application No. 1434697</p> <p>Registration No. 1434697</p>	<p>Class 41: Education services, namely, providing non-downloadable webinars in the field of automatic identification of consumer retail purchase patterns, and business-information management, and point-of-sale merchandising programs; Education services, namely, providing non-downloadable webinars in the field of strategic advertising, promotion and marketing for businesses</p> <p>Class 42: Providing temporary use of nondownloadable software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; providing temporary use of nondownloadable software for performing, managing and analyzing pre-sale and point-of-sale product tracking and product</p>	<p>Filed Sep-18-2018</p> <p>Registered Apr-16-2019</p>	<p>United Kingdom (via Madrid Protocol)</p>

GRANTOR / OWNER / APPLICANT	TRADEMARK	APP. NO. / REG. NO.	GOODS/SERVICES	FILING DATE / REGIS- TRATION DATE	GRANTING JURISDICTION
			authentication; Application service provider (ASP) featuring software for managing and analyzing data and information relating to or gathered via automatic identification of consumer retail purchasing patterns; Application service provider (ASP) featuring software for product tracking and product authentication		