

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at reel/frame 005831/0906 by Pay-Off Letter		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horizon Technology Finance Corporation		05/19/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Controlscan, Inc.		
Street Address:	11475 Great Oaks Way		
Internal Address:	Suite 300		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30021		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3250777	CONTROLSCAN	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3300		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	10/27/2020		
Total Attachments: 4			
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source=Horizon Technology Finance Pay-off Letter#page3.tif			

CH \$40.00 3250777



May 19, 2017

VIA ELECTRONIC AND REGULAR MAIL

ControlScan, Inc.
11475 Great Oaks Way, Suite 300
Alpharetta, GA
Attn: John Fasano

Re: Venture Loan and Security Agreement dated as of June 30, 2016 (as amended from time to time, the "Loan Agreement") by and among ControlScan, Inc. ("Borrower"), Horizon Credit II LLC ("HCII"), as assignee of Horizon Technology Finance Corporation ("Horizon"), and Horizon, as Collateral Agent ("Collateral Agent"), Secured Promissory Note (Loan A) in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) dated June 30, 2016 (the "Note")

Dear Mr. Fasano:

Payment of the sum of \$4,786,875.00 to HCII, plus, if payment is made after 10:00 a.m. Eastern time on May 12, 2017 ("Anticipated Payoff Date"), but prior to 10:00 a.m. Eastern time on May 31, 2017, \$1,406.25 for each day after the Anticipated Payoff Date on which payment is received by HCII (collectively, the "Payoff Amount"), will constitute automatically and without any further action on the part of the Borrower or Lender (i) payment in full of all outstanding indebtedness and obligations owing to Lender from the above Borrower in connection with the Loan Agreement and Note (excluding the Warrants (as defined in the Loan Agreement)); (ii) termination of all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement; (iii) termination and release of all security interests and other liens of every type at any time granted to or held by Collateral Agent and Lender as security for such indebtedness; (iv) termination, release and discharge of all other obligations of Borrower under the Loan Agreement; and (v) termination of the Note, which shall be of no further force and effect; provided, however, the obligations set forth in Section 10.3 of the Loan Agreement shall survive pursuant to Section 12.8 thereof and the Borrower's obligations under the Warrants shall survive pursuant to their terms.

Upon receipt of the Payoff Amount by wire transfers of freely and immediately available funds as set forth below (the "Payoff Date"), Lender will deliver, at the Borrower's sole expense and within a commercially reasonable time, the original executed copies of the Notes marked "VOID" or "CANCELLED" and sign and deliver to Borrower such other documents and take such other actions as Borrower shall reasonably request to terminate all of Lender's and Collateral Agent's liens and security interests in all assets of the Borrower. On the Payoff Date, Lender and Collateral Agent each authorize the Borrower to prepare and file such UCC Termination Statements to terminate all UCC Financing Statements in Lender's and Collateral Agent's favor with respect to the Borrower, including, without limitation, the UCC-3s attached hereto as Exhibit A, and such other documents necessary to evidence the release of Lender's and Collateral Agent's liens and security interests in all assets of the Borrower. The Borrower acknowledges that Lender has no responsibility for the filing of any UCC termination statements or such other termination and releases. Other than the transactions evidenced by the Loan Documents (as defined in the Loan Agreement), Lender has no other financing arrangements with Borrower or any of Borrower's affiliates. Notwithstanding anything in this Letter Agreement, to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law, equitable cause or otherwise required to be returned for any other reason, then

to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, any obligations or any part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect against the Borrower and its respective successors and assigns, as if the payment or proceeds had never been received by Lender, and this letter shall in no way impair the claims of Lender with respect to any such revived obligations.

In addition, Borrower agrees that, on and after the Payoff Date, Borrower releases Lender and Collateral Agent, and each of their affiliates and subsidiaries, officers, directors, employees, shareholders, agents and representatives, as well as its successors and assigns, from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which Borrower ever had, now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Agreement.

The Payoff Amount shall be tendered by Borrower to HCII using the following wire instructions:

Credit:	Horizon Credit II LLC
Bank Name:	Key Bank
Bank Address:	1000 S. McCaslin Blvd. Superior, CO 80027
Account No.:	359681371043
ABA Routing No.:	041001039
Reference:	ControlScan, Inc. Payoff

[Remainder of page intentionally blank. Signature page follows.]

Please note that the above Payoff Amount is accurate through May 31, 2017 and assumes no principal paydown through such date. If payment is made after such date or principal is paid down before such date, please contact the undersigned for a new payoff amount and per diem rate. Nothing contained herein shall modify or amend the Borrower's obligation to make the scheduled payments set forth in the Note, until such time as Lender has received the Payoff Amount. This Payoff Letter shall be governed by the laws of the State of Connecticut. This Payoff Letter may be executed by any of the parties hereto on separate counterparts, and may be delivered by facsimile transmission or other electronic means, including .pdf, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Sincerely yours,

HORIZON CREDIT II LLC, as a Lender

By: Robert D. Pomeroy, Jr.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

HORIZON TECHNOLOGY FINANCE CORPORATION, as
Collateral Agent

By: Robert D. Pomeroy, Jr.
Name: Robert D. Pomeroy, Jr.
Title: Chief Executive Officer

Acknowledged and agreed:

CONTROLSCAN, INC.

By:
Its:

(Signature page to ControlScan Payoff Letter)

Please note that the above Payoff Amount is accurate through May 31, 2017 and assumes no principal paydown through such date. If payment is made after such date or principal is paid down before such date, please contact the undersigned for a new payoff amount and per diem rate. Nothing contained herein shall modify or amend the Borrower's obligation to make the scheduled payments set forth in the Note, until such time as Lender has received the Payoff Amount. This Payoff Letter shall be governed by the laws of the State of Connecticut. This Payoff Letter may be executed by any of the parties hereto on separate counterparts, and may be delivered by facsimile transmission or other electronic means, including .pdf, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Sincerely yours,

HORIZON CREDIT II LLC, as a Lender

By: _____

Name:

Title:

HORIZON TECHNOLOGY FINANCE CORPORATION, as
Collateral Agent and a Lender

By: _____

Name:

Title:

Acknowledged and agreed:

CONTROLSCAN, INC.



By: John Fasano

Its: Chief Financial Officer

(Signature page to ControlScan Payoff Letter)