

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618441

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hercules Capital, Inc.		12/31/2020	Corporation:

RECEIVING PARTY DATA

Name:	Salsa Labs, Inc.
Street Address:	7200 WISCONSIN AVENUE, SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Corporation: DELAWARE
Name:	TowerCare Technologies, Inc.
Street Address:	1700 CONNECTICUT AVENUE NW, SUITE 300
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20009
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85333328	SALSA LIBRE
Serial Number:	85333327	SALSA INTERNATIONAL
Serial Number:	86126203	MICRO ORGANIZING
Serial Number:	86495790	COSM
Serial Number:	86495784	SOLIS
Serial Number:	86410928	OPERATION STRONGVET
Serial Number:	78726821	PATIENT PRO
Serial Number:	78326748	TOWER CARE
Registration Number:	4166710	SALSA
Registration Number:	4160136	SALSA LABS
Registration Number:	4166713	SALSA MARKET
Registration Number:	4166714	INGREDIENTS FOR ORGANIZING
Registration Number:	4166715	

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Property Type	Number	Word Mark
Registration Number:	4166719	
Registration Number:	4166865	MYSALSA
Registration Number:	4197085	SALSASCRIP
Registration Number:	4571481	
Registration Number:	4563629	IGNITE ACTION. FUEL CHANGE.
Registration Number:	3581425	GIVEZOOKS!
Registration Number:	4726479	WE RAISE IGNITE CHANGE TOGETHER
Registration Number:	4726478	WERAISE IGNITE CHANGE TOGETHER
Registration Number:	3465092	WIRED FOR CHANGE
Registration Number:	3024499	TOWER CARE TECHNOLOGIES
Registration Number:	3040416	DONORPRO

CORRESPONDENCE DATA

Fax Number:

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: 212-715-9108

Email: rjurist@kramerlevin.com

Correspondent Name: Kramer Levin Naftalis & Frankel LLP

Address Line 1: 1177 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071016-00010
NAME OF SUBMITTER:	Rachel M. Jurist
SIGNATURE:	/Rachel M. Jurist/
DATE SIGNED:	01/05/2021

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 31st day of December, 2020 (the “Release Date”) by Hercules Capital, Inc., a Maryland corporation, as Agent (the “Secured Party”), for the benefit of Salsa Labs, Inc. and TowerCare Technologies, Inc., each a Delaware corporation (the “Debtors”).

WHEREAS, the Debtors have entered into that certain Intellectual Property Security Agreement, dated as of April 10, 2018 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtors granted to Secured Party security interests and liens in and to certain assets of the Debtors, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”);

WHEREAS, on or about April 11, 2018, Secured Party has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 006312, Frame 0519 a notice of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtors have requested that the Secured Party release its security interest in the Marks.

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

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtors under the Security Agreement, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtors with the USPTO.

3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtors and the cost and expense of such documents and actions shall be borne solely by the Debtors.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HERCULES CAPITAL, INC.,
a Maryland corporation, as Agent

Zhuo Huang

By: _____




Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A

The Marks

Trademark Applications:

Owner	Mark	Serial Number	Application Date
Salsa Labs, Inc.	Salsa Libre	85333328	05/30/2011
Salsa Labs, Inc.	Salsa International	85333327	05/30/2011
Salsa Labs, Inc.	micro organizing	86126203	11/01/2013
Salsa Labs, Inc.	Cosm	86495790	01/05/2015
Salsa Labs, Inc.	Solis	86495784	01/05/2015
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		86410928	09/30/2014
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		78726821	10/05/2005
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		78326748	11/12/2003

Trademark Registrations:

Owner	Mark	Registration Number	Registration Date
Salsa Labs, Inc.	Salsa	4166710	07/03/2012
Salsa Labs, Inc.	Salsa Labs	4160136	06/19/2012
Salsa Labs, Inc.	Salsa Market	4166713	07/03/2012
Salsa Labs, Inc.	Ingredients for Organizing	4166714	07/03/2012
Salsa Labs, Inc.		4166715	07/03/2012
Salsa Labs, Inc.		4166719	07/03/2012
Salsa Labs, Inc.	mySalsa	4166865	07/03/2012
Salsa Labs, Inc.	SalsaScript	4197085	08/28/2012
Salsa Labs, Inc.		4571481	07/22/2014

Owner	Mark	Registration Number	Registration Date
Salsa Labs, Inc.	ignite action. fuel change.	4563629	07/08/2014
Salsa Labs, Inc.	givezooks!	3581425	02/24/2009
Salsa Labs, Inc.		4726479	04/28/2015
Salsa Labs, Inc.	WERAISE IGNITE CHANGE TOGETHER	4726478	04/28/2015
Salsa Labs, Inc.		3465092	07/15/2008
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		3024499	12/06/2005
TowerCare Technologies, LLC (predecessor-in-interest to TowerCare Technologies, Inc.)		3040416	01/10/2006