

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PAYOFF LETTER AND LIEN RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRINITY CAPITAL FUND III, L.P.		07/14/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SCOUTIT, INC.		
Street Address:	322 RITCH STREET		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4565615	SCANTOPIA	
Registration Number:	4612955	INFOScout	
Registration Number:	5333146	RECEIPT HOG	
Registration Number:	5348877	SHOPAROO	
Serial Number:	87230363	RECEIPT LOTTERY	
Serial Number:	87231356	RECEIPTBIN	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	KIRKLAND & ELLIS LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-619		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	02/24/2021		

CH \$165.00 4565615

Total Attachments: 3

source=Project Ironside-Vista-Payoff Letter-Trinity FINAL_Executed_(47946355_1)_Redacted#page1.tif

source=Project Ironside-Vista-Payoff Letter-Trinity FINAL_Executed_(47946355_1)_Redacted#page2.tif

source=Project Ironside-Vista-Payoff Letter-Trinity FINAL_Executed_(47946355_1)_Redacted#page3.tif


July 14, 2017


ScoutIt, Inc.
322 Ritch St.
San Francisco, CA 94107
Attn: Jared Schrieber

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of December 7, 2016 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between ScoutIt, Inc. ("Borrower") and Trinity Capital Fund III, L.P. ("Lender"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.



Borrower has advised Lender that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Lender provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Lender under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of July [17], 2017 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal (as of 7/14/17)	
Interest (7/1 – 7/13)	
Interest (7/14 – 7/17)	
Prepayment Premium	
Outstanding Legal Fees	
<u>Final Payment (original Principal)</u>	
Total Amount Owing	

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is . Upon request of Borrower, Lender shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Lender in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Lender shall not be obligated to make, and Lender shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Lender as follows:

Trinity Capital Fund III, L.P.
ABA Routing No.: 
Account No.: 

Lender hereby waives any prior written notice or consent requirement required pursuant to the Loan Agreement in connection with the Transaction (as defined below), provided that the Obligations under the Loan Agreement and Loan Documents are repaid in full of the Pay-Off Amount on the Pay-Off Date (as defined below) in connection with the transaction (the "Transaction") contemplated by that certain Agreement and Plan of Merger dated as of June 26,

2017 (as amended, restated, or supplemented from time to time, the "Merger Agreement") by and among Market Track, LLC, IS Merger Sub, Inc., the Borrower, and the Stockholders' Agent (as defined in the Merger Agreement).

Effective immediately upon Lender's receipt of payment in full in cash of the Pay-Off Amount (the date of Lender's receipt of the Pay-Off Amount being the "Pay-Off Date"), without further action on the part of the parties hereto:

- (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Lender in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any warrant executed by Borrower in favor of Lender; however, all such warrants shall be cancelled pursuant to the terms of the Merger Agreement) shall be paid and discharged in full;
- (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated;
- (iii) all security interests and other liens of every type at any time granted to or held by Lender as security for the Obligations shall be terminated and automatically released without further action by Lender;
- (iv) all guaranties supporting the Loan Agreement shall be released without further action by Lender;
- (v) the Loan Documents and the Subordination Agreement, dated as of December 7, 2016, by and among the Lender and City National Bank shall be automatically and immediately terminated; and
- (vi) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement shall continue to survive notwithstanding this termination.

Lender authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents, or to perform any other actions necessary to evidence the release of Lender's security interests in any of Borrower's property or assets and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Lender shall (i) if required by any third party, deliver to such third party such termination notices relating to any subordination agreement, deposit or securities account control agreements or other notices terminating Lender's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Lender's possession to the pledgor; provided, that any costs or expenses incurred by Lender with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Lender further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.


This letter shall be governed by the laws of the State of California and shall become effective only when signed by Lender and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

TRINITY CAPITAL FUND III, L.P.,
a Delaware limited partnership

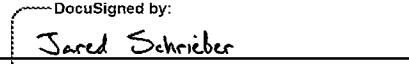
By: TRINITY SBIC PARTNER II, LLC,
a Delaware limited liability company
Its: General Partner

By: TRINITY SBIC MANAGEMENT, INC.
a Delaware corporation
Its: Manager

By: 
Name: Steven L. Brown
Title: President

Acknowledged by:

SCOUTIT, INC.

DocuSigned by:
By: 
Name: Jared Schrieber
Title: President