

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM646941

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wintrust Bank		10/31/2019	Chartered Bank: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hatch Loyalty, Inc.		
<b>Street Address:</b>	550 West Washington Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5289170	FUTURE-PROOF YOUR LOYALTY SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668507498		
<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>			
<b>Phone:</b>	2128834909		
<b>Email:</b>	adivino@cozen.com		
<b>Correspondent Name:</b>	Amy F. Divino, Cozen O'Connor		
<b>Address Line 1:</b>	3 World Trade Center		
<b>Address Line 2:</b>	175 Greenwich Street, 55th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10007		
<b>ATTORNEY DOCKET NUMBER:</b>	514313		
<b>NAME OF SUBMITTER:</b>	Amy F. Divino		
<b>SIGNATURE:</b>	/Amy F. Divino/		
<b>DATE SIGNED:</b>	05/14/2021		
<b>Total Attachments: 4</b>			
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OP \$40.00 5289170

WINTRUST BANK, N.A.  
231 South LaSalle Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60603

October 31, 2019

Hatch Loyalty, Inc.  
125 South Clark Street  
17<sup>th</sup> Floor  
Chicago, Illinois 60603-4054  
Attn: Jake Kiser

Re: Hatch Loyalty, Inc.

Ladies and Gentlemen:

Reference is hereby made to that certain Loan and Security Agreement dated as of June 24, 2016, by and between Hatch Loyalty, Inc., a Delaware corporation (formerly Belly, Inc.) ("Borrower") and the undersigned ("Bank"), as amended by that certain Amendment No. 1 to Loan and Security Agreement, dated as of July 3, 2017, that certain Amendment No. 2 to Loan and Security Agreement, dated as of May 31, 2018, that certain Amendment No. 3 to Loan and Security Agreement, dated as of September 26, 2018 and that certain Consent and Amendment No. 4 to Loan and Security Agreement, dated as of November 14, 2018 (collectively, as so amended, the "Loan Agreement").

This payoff letter agreement (this "Payoff Letter") confirms that upon receipt by Bank of payment by wire transfer in immediately available funds in U.S. Dollars of REDACTED 00/100 Dollars REDACTED (the "Payoff Amount") to the following account:

Wintrust Bank, N.A.  
Attn: Loan Operations, 4<sup>th</sup> Floor  
9801 West Higgins  
Rosemont, Illinois 60018  
ABA No.: REDACTED  
Account No.: REDACTED  
Reference: Hatch Loyalty, Inc.  
Loan Account: REDACTED

(a) all interest of Bank in the assets of Borrower shall be deemed to be automatically released and terminated; (b) all liabilities, obligations and indebtedness owing by Borrower to Bank under or pursuant to the Loan Agreement and the other instruments and documents executed or delivered in connection therewith (collectively, the "Related Agreements") shall be deemed to have been paid and satisfied in full, except only for the Continuing Obligations; and (c) the Loan Agreement and all of the Related Agreements shall be deemed to be automatically cancelled and terminated, except only for the Continuing Obligations. As used herein, the term "Continuing Obligations" means indemnification obligations that expressly survive termination of the Loan

Agreement and any other obligations set forth in the Loan Agreement or other Related Agreements that specifically survive termination of such agreements. Nothing herein shall be deemed to constitute a release or termination of any of the Continuing Obligations.

Bank further agrees that, only upon Borrower's signature hereto and payment of the Payoff Amount by Borrower (collectively, the "Payment Date"), Borrower (or its agent or designee) is authorized (at Borrower's sole cost) to prepare any applicable UCC termination statements or other documents necessary to evidence the release of Bank's interests as described above but may only file any such UCC termination statements or other documents after prior review and sign off by Bank or its legal counsel.

Borrower hereby agrees that its obligations and liabilities under the Loan Agreement and other Related Agreements shall be reinstated with full force and effect, if at any time on or after the Payoff Date, all or any portion of the Payoff Amount, paid to the Bank is voided or rescinded or must otherwise be returned by Bank to Borrower upon Borrower's insolvency, bankruptcy or reorganization or otherwise all as though such payment had not been made.

Borrower hereby further agrees that, upon payment by wire transfer of the Payoff Amount as set forth above, Borrower irrevocably and unconditionally releases and discharges Bank and its affiliates, parent entities and subsidiaries and their respective officers, directors, employees, shareholders, attorneys, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, damages, proceedings, suits, 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, circumstance, action, inaction, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Agreement, any of the Related Agreements, any other documents entered into in connection therewith or any loans or other transactions relating thereto. Without limiting the generality of the foregoing, Borrower hereby waives (to the fullest extent permitted by law) the provisions of any statute that prevents a general release from extending to claims unknown by the releasing party. This release may be pleaded as a full and complete defense and/or as a cross-complaint or counterclaim against any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the foregoing release. Borrower acknowledges that the release contained herein constitutes a material inducement to Bank to enter into this Payoff Letter and that Bank would not have done so but for Bank's expectation that such release is valid and enforceable in all events.

This Payoff Letter may not be amended, nor any provision hereof waived or modified, except in writing signed by each of the parties hereto. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally valid and binding as a signed original for all purposes.

[Signature Page Follows]

This Payoff Letter shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another State.

Very truly yours,

WINTRUST BANK, N.A. (formerly  
Wintrust Bank)

By: 

Name: Bailey Eastman Moore  
Its: Vice President

Acknowledged and Agreed:

**HATCH LOYALTY, INC.**

By: Jake Kiser  
Name: Jake Kiser  
Its: Chief Executive Officer

Evidence of receipt of payoff

Subject: RE: Wire Details [EXTERNAL EMAIL - CAUTION]



Morre, Bailey <bailey@wintrust.com>

cc: Jake Kiser, Barnes, Miguel, Karpelis, Brandon, Everman, Eric, Joel Weiss

Thu, Oct 31, 2019, 2:54 PM



Contact

From: Jake Kiser <jkiser@wintrust.com>

Sent: Thursday, October 31, 2019 2:52 PM

To: Barnes, Miguel <miguel@wintrust.com>

Cc: Morre, Bailey <bailey@wintrust.com>; Karpelis, Brandon <bkarpelis@wintrust.com>; Everman, Eric <eric@wintrust.com>; Joel Weiss <jweiss@wintrust.com>

Subject: Re: Wire Details [EXTERNAL EMAIL - CAUTION]

Just to confirm, we are all set on the payoff, nothing additional is needed?

Thanks

Jake

cc:

cc:

Jake Kiser - Co-Founder & CEO

610.623.3641 | 610.619.0076

[jake@wintrust.com](mailto:jake@wintrust.com)

On Thu, Oct 31, 2019 at 2:24 PM Barnes, Miguel <miguel@wintrust.com> wrote:

I just called the wire department and they set the wire connection and made the adjustment. The payment will be processed shortly.

Respectfully,

Miguel Barnes

Client Support Professional/Commercial Banking

Wintrust Bank 1201 S. LaSalle St, 7th floor Chicago, IL 60604

Phone: 312.649.5000 | Fax: 312.649.4500 | [miguel@wintrust.com](mailto:miguel@wintrust.com)

