

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/08/2021	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Toast, Inc.
Street Address:	401 Park Drive, Suite 801
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02215
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4695692	TOAST
Registration Number:	4802282	TOAST POS
Registration Number:	4802283	TOAST TAB
Registration Number:	5184343	TOAST
Registration Number:	5370557	TOAST
Registration Number:	5423844	
Registration Number:	4805546	TOAST
Registration Number:	4805547	USE TOAST
Serial Number:	88048201	TOAST GO

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

OP \$240.00 4695692

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	1398277 TM REL B
NAME OF SUBMITTER:	Noah Belser
SIGNATURE:	/Noah Belser/
DATE SIGNED:	06/15/2021
Total Attachments: 4 source=B - 1. Toast - Trademark Release (Toast) & Coversheet [FOR FILING]#page2.tif source=B - 1. Toast - Trademark Release (Toast) & Coversheet [FOR FILING]#page3.tif source=B - 1. Toast - Trademark Release (Toast) & Coversheet [FOR FILING]#page4.tif source=B - 1. Toast - Trademark Release (Toast) & Coversheet [FOR FILING]#page5.tif	

RELEASE OF SECURITY INTEREST IN
TRADEMARKS dated as of June 8, 2021 (this “Release”), by
JPMORGAN CHASE BANK, N.A. (“JPMorgan”), as
Administrative Agent, in favor of TOAST, INC., a Delaware
corporation (the “Borrower”).

A. Reference is made to (i) the Credit Agreement dated as of March 5, 2019 (as amended, restated, amended and restated, supplemented, extended, refinanced or otherwise modified prior to the date hereof, the “Credit Agreement”), among the Borrower, a Delaware corporation, the other Loan Parties party thereto, the Lenders party thereto and JPMorgan, as the Administrative Agent, (ii) the Pledge and Security Agreement dated as of March 5, 2019 (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Borrower, the other Grantors from time to time party thereto and JPMorgan, as Administrative Agent and (iii) the Trademark Security Agreement dated as of March 5, 2019 (as amended, supplemented or otherwise modified from time to time), between the Borrower and JPMorgan, as Administrative Agent (the document set forth in clause (iii), the “Trademark Security Agreement”, and together with the Pledge and Security Agreement, the “Security Agreements”).

B. Pursuant to the Security Agreements, the Borrower granted to the Administrative Agent, for the benefit of the Lenders, a security interest in all right, title and interest of the Borrower in, among other things, the Trademarks set forth on Schedule I hereto (the “Trademark”), and pursuant to the Trademark Security Agreement, such security interest was recorded with the United States Patent & Trademark Office (the “USPTO”) on March 5, 2019, at Reel/Frame 6582/0912.

C. Pursuant to the Payoff Letter dated as of June 8, 2021, between the Borrower and JPMorgan as Administrative Agent, the Administrative Agent agreed to release any and all liens and security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, JPMorgan, as Administrative Agent, on behalf of the Lenders, does hereby state as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Trademark Security Agreement, the Credit Agreement, or the Pledge and Security Agreement, as applicable.

SECTION 2. Release. JPMorgan, as Administrative Agent, on behalf of itself, the Lenders and their permitted successors and assigns, does hereby terminate the Trademark Security Agreement and, release, relinquish and discharge its and their lien and security interest granted under the Security Agreements in the Trademark Collateral and any right, title or interest granted under the Security Agreements it has in the Trademark Collateral shall hereby cease and become void. This Release is made without

representation or warranty by, or recourse to, JPMorgan, as Administrative Agent, or any other Lender.

SECTION 3. Further Assurances. The Administrative Agent hereby authorizes the Borrower or the Borrower's authorized representative to record this Release with the USPTO. JPMorgan 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 and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH
AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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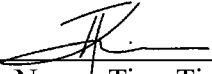
[Signature Page to Release (Trademarks)]

[[5639934]]

TRADEMARK
REEL: 007326 FRAME: 0848

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By  _____
Name: Ting Ting Liu
Title: Authorized Signatory

[Signature Page to Release (Trademarks)]

[[5639934]]

TRADEMARK
REEL: 007326 FRAME: 0849

SCHEDULE I

Trademarks

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Toast, Inc.	Toast	86345980	7/23/2014	4695692	3/3/2015
Toast, Inc.	Toast POS	86346005	7/23/2014	4802282	6/16/2015
Toast, Inc.	Toast Tab	86346042	7/23/2014	4802283	6/16/2015
Toast, Inc.	Toast (Old Logotype)	86781028	10/7/2015	5184343	4/18/2017
Toast, Inc.	Toast (Logotype with Icon)	86780986	10/7/2015	5370557	1/2/2018
Toast, Inc.	Toast (Icon)	86780963	10/7/2015	5423844	3/13/2018
Toast, Inc.	Toast	86470967	12/4/2014	4805546	9/1/2015
Toast, Inc.	Use Toast	86475331	12/9/2014	4805547	9/1/2015
Toast, Inc.	Toast Go	88048201	7/23/2018	Pending	N/A