

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM654668

<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>
BBVA USA, as Administrative agent		06/11/2021	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Root Four Imagination Inc.		
<b>Street Address:</b>	1027 Topsail Road, Suite 302		
<b>City:</b>	Mount Pearl, NL		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	A1N5E9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3988963	SAFEDRIVER	
<b>Registration Number:</b>	4549867	BLUEDRIVER	
<b>Registration Number:</b>	6175091	FEAR NO FIX	
<b>Registration Number:</b>	5885692	HEAVYDRIVER	
<b>Registration Number:</b>	3988965	ECONODRIVER	
<b>Registration Number:</b>	3988964	ALERTDRIVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	6175232700		
<b>Email:</b>	susan.dinicola@hklaw.com,tyson.wanjura@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	06/17/2021		

OP \$165.00 3988963

**Total Attachments: 7**

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of June 11, 2021 (“Release”), is made by BBVA USA, an Alabama banking corporation, as the administrative agent (in such capacity, the “Administrative Agent”), in favor of ROOT FOUR IMAGINATION INC. (the “Grantor”).

WITNESSETH:

WHEREAS, the Grantor is party to (i) that certain Credit Agreement, dated as of December 20, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Repairify, Inc., a Delaware corporation (the “Borrower”), Repairify Holdco, Inc., a Delaware corporation (“Holdings”), the Grantor, the other Loan Parties party thereto, the lenders party thereto (the “Lenders”) and the Administrative Agent, pursuant to which the Administrative Agent and the Lenders agreed to make loans available to the Borrower and (ii) that certain Guarantee and Collateral Agreement, dated as of December 20, 2019, as amended, among the Grantor, the other Loan Parties party thereto and the Administrative Agent;

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Intellectual Property Security Agreement, dated as of January 11, 2021 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantor has granted a security interest in and to all of the Grantor’s rights, title and interest in and to all IP Collateral (as defined in the Intellectual Property Security Agreement), including, without limitation: (a) the Registered Intellectual Property consisting of Patents which are identified on Schedule A attached hereto and herein incorporated by this reference (the “Patents”), notice of which was recorded at the United States Patent and Trademark Office (“USPTO”) on January 22, 2021 at Reel 055086/Frame 0975, (b) the Registered Intellectual Property consisting of Trademarks which are identified on Schedule B attached hereto and herein incorporated by this reference (the “Trademarks”), notice of which was recorded at the USPTO on January 22, 2021 at Reel 7167/Frame 0774 and (c) the Registered Intellectual Property consisting of Copyrights which are identified on Schedule C attached hereto and herein incorporated by this reference (the “Copyrights”), notice of which was submitted for recording at the United States Copyright Office (“USCO”) with recordation pending at this time;

WHEREAS, the Loan Parties have repaid all of their obligations in respect of the Credit Agreement, and all commitments to make loans or other financial accommodations thereunder have been terminated; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the IP Collateral, including the Patents, Trademarks and Copyrights granted pursuant to the Intellectual Property Security Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Intellectual Property Security Agreement, or as cross-referenced to the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Termination and Release. The Administrative Agent hereby:

(a) terminates, releases, and discharges its continuing security interest in and general lien upon, the IP Collateral, including the Patents, Trademarks and Copyrights, granted pursuant to the Intellectual Property Security Agreement without recourse, representation or warranty of any kind. Any and all right, title, or interest of the Administrative Agent in the IP Collateral, including the Patents, Trademarks and Copyrights, granted pursuant to the Intellectual Property Security Agreement and all products and proceeds thereof, are hereby reconveyed, transferred, and assigned to the Grantor, without recourse, representation or warranty of any kind, and any right, title, or interest of the Administrative Agent in the IP Collateral, including the Patents, Trademarks and Collateral, granted to the Administrative Agent pursuant to the Intellectual Property Security Agreement shall hereby cease and become void;

(b) authorizes the recordation of this Release with the USPTO and the USCO; and


(d) agrees that this Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic means will be as effective as delivery of a manually executed counterpart of this Release.

This Release and the rights and obligations of the parties hereunder shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed and enforced in accordance with the laws of the State of New York.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be duly executed as of the date first set forth above.

**BBVA USA,**  
as Administrative Agent

By:   
Name: Kayle Green  
Title: Senior Vice President

[Release of Security Interest in Intellectual Property]

**TRADEMARK**  
**REEL: 007330 FRAME: 0302**

**ACKNOWLEDGED AND AGREED:**

**Grantor:**

**ROOT FOUR IMAGINATION INC.**

By: 

Name: Brian Seldess

Title: Chief Financial Officer and Secretary

[Release of Security Interest In Intellectual Property]

**TRADEMARK**  
**REEL: 007330 FRAME: 0303**

**SCHEDULE A**  
**TO**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**Patents**

<u>Grantor</u>	<u>Patents</u>	<u>Filing/Grant Date</u>	<u>Patent No.</u>
Root Four Imagination, Inc.	Vehicle Monitor	October 16, 2008/ May 15, 2012	8,180,522
Root Four Imagination, Inc.	Vehicle Monitor	April 10, 2007/ December 14, 2010	7,853,375
Root Four Imagination, Inc.	VEHICLE SENSOR	March 29, 2016/ August 14, 2018	D825,355

**SCHEDULE B**  
**TO**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**  
Trademarks

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Root Four Imagination Inc.	SafeDriver	7/5/2011		3988963
Root Four Imagination Inc.	BlueDriver	6/17/2014		4549867
Root Four Imagination Inc.	FEAR NO FIX	10/13/2020		6175091
Root Four Imagination Inc.	HEAVYDRIVER	10/15/2019		5885692
Root Four Imagination Inc.	ECONODRIVER	7/5/2011		3988965
Root Four Imagination Inc.	ALERTDRIVER	7/5/2011		3988964
Root Four Imagination Inc.	TESTDRIVER		87960482	



**SCHEDULE C**  
**TO**  
**TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**  
  
**Copyrights**

<u>Grantor</u>	<u>Copyright</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Root Four Imagination Inc. (listed in record as "Root Four Imagination")	BlueDriver Promotional Image: Powerful.	February 25, 2020		VA0002198085