CH \$190.00 423728

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM657843

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/22/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	H5	
Street Address:	595 Market Street	
City: San Francisco		
State/Country:	CALIFORNIA	
Postal Code:	94105	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4237287	H5
Registration Number:	4716016	H5
Registration Number:	3959005	H5 EDGE
Registration Number:	3114527	H5
Registration Number:	3344022	H5
Registration Number:	2826238	H5 TECHNOLOGIES
Registration Number:	3136115	H5 TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: 9735972400

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: 973-597-2500

Email: lstrademark@lowenstein.com

Correspondent Name: Matthew Hintz, Esq.

Address Line 1:c/o Lowenstein Sandler, LLPAddress Line 4:Roseland, NEW JERSEY 07950

ATTORNEY DOCKET NUMBER:	22662.2
NAME OF SUBMITTER:	Matthew P. Hintz
SIGNATURE:	/Matthew P. Hintz/

TRADEMARK REEL: 007345 FRAME: 0693 DATE SIGNED: 07/02/2021

Total Attachments: 2
source=H5SVBRelease062221#page1.tif
source=H5SVBRelease062221#page2.tif

TRADEMARK REEL: 007345 FRAME: 0694



June 22, 2021

H5 595 Market Street, Suite 610 San Francisco, CA 94105 Attn: Eoin Beirne

Re: Termination Letter

Dear Eoin Beirne:

We refer to the Loan and Security Agreements dated as of approximately June 13, 2005, November 15, 2007, December 8, 2009, August 12, 2010, May 26, 2011, and February 04, 2020, (as the same may from time to time have been amended, restated, or otherwise modified cancelled or released), the "Loan Agreement") by and between H5, ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that Borrower (a) would like to terminate the Loan Agreement or that the Loan Agreement has previously been satisfied or has expired, and (b) has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

As of the date hereof, Bank confirms to Borrower that no amounts are due and/or owing by Borrower to Bank under the Loan Documents (as defined below) for any principal, interest, or other amounts (such amounts, collectively, the "Obligations").

Effective immediately upon the execution of this letter by Bank and Borrower (the "Effective 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 Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group, which warrant has been extinguished) shall be deemed 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) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) 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 unless previously released.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Effective Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations 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 Effective Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other

notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Effective Date, Bank 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 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 Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,	Acknowledged by:
SILICON VALLEY BANK By: Acc Jukings Name: MICK Fabiani Title: Vice President	By: Name: Cora Saras Title:
SVB ACCOUNT OFFICER - RETURN EXI	ECUTED LETTER TO GLS COLLATERAL GROUP
FOR BA	ANK USE ONLY
☐ GLS COLLATERAL RECEIVED	

SVB Confidential