

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC, as Agent		07/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kanopy, Inc.		
Street Address:	781 Beach Street		
Internal Address:	Suite 200		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4834672	KANOPY	
Serial Number:	88267514	KANOPY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.305		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	07/14/2021		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of this 14th day of July, 2021, by NXT CAPITAL, LLC, as agent ("Agent"), in favor of KANOPY, INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 15, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein, Grantor granted to Agent for the ratable benefit of the Lenders (as that term is defined in the Trademark Security Agreement) a continuing security interest in certain collateral, including Trademarks;

WHEREAS, pursuant to that Trademark Security Agreement dated as of July 15, 2019, among the Agent and the Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant the security interest to the Agent specifically in certain Trademark Collateral (as that term is defined in the Trademark Security Agreement), including the Trademarks listed on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 15, 2019, at Reel 6693 and Frame 0921;

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Release and not otherwise defined have the meanings specified in the Trademark Security Agreement and Collateral Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademark Collateral.

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

NXT CAPITAL, LLC, as Agent

Julia McIntosh

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julia.mcintosh@nxtcapital.com

By: _____

Name: Julia McIntosh

Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Kanopy, Inc.	KANOPY	4834672	10/20/15

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>
Kanopy, Inc.	<u>kanopy</u>	88267514	1/18/19