

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC Corporate Trustee Company (UK) Limited, as Security Agent		07/22/2021	Bank: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Calypso Technology, Inc.		
Street Address:	595 Market Street		
Internal Address:	Suite 700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5763815	BANK IN A BOX	
Registration Number:	5481604	BANK IN A BOX	
Registration Number:	2769418	CALYPSO	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Michael Denton		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	M. Denton - 30333.0032		
NAME OF SUBMITTER:	Michael Denton		
SIGNATURE:	/Michael Denton/		
DATE SIGNED:	07/22/2021		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 22, 2021 (this “Release” and such date, the “Effective Date”), is made by HSBC Corporate Trustee Company (UK) Limited, as security agent for the Secured Parties (the “Security Agent”), in favor of Calypso Technology, Inc., a Delaware corporation (“Calypso Technology”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of November 7, 2019 (the “Security Agreement”), among the Grantors in favor of the Security Agent, the Grantors granted to the Security Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, Calypso Technology executed and delivered an Intellectual Property Security Agreement Trademarks, dated as of November 7, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 7, 2019 at Reel/Frame 6790/0696;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Security Agent hereby releases, discharges, terminates, and cancels all of its security interest in and to the Collateral (as defined in the Trademark Security Agreement), including but not limited to the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Security Agent has acquired any right, title, or interest in and to the Collateral under the Trademark Security Agreement or the Security Agreement, the Security Agent hereby re-transfers, re-conveys, and re-assigns such right, title or interest to Calypso Technology. The Security Agent authorizes and requests that this Release be recorded at the United States Patent and Trademark Office.

3. Termination. The Security Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Security Agent agrees to take all further actions, and provide to Calypso Technology all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Calypso Technology, to more fully and effectively effectuate the purposes of this Release.

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Calypso Technology acknowledges that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed counterpart of a signature page of this Release by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Release. The words “execution,” “signed,” “signature,”

“delivery,” and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. Severability. Any provision of this Release held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

7. Governing Law; Jurisdiction.

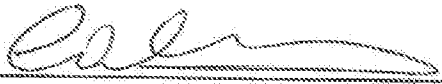
(a) This Release shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Except as set forth in the following paragraph, any legal action or proceeding arising under this agreement or in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this agreement, or the transactions related thereto, in each case whether now existing or hereafter arising, shall be brought in the courts of the State of New York sitting in the borough of Manhattan or of the United States for the Southern District of such state (provided that if none of such courts can and will exercise such jurisdiction, such exclusivity shall not apply), and by execution and delivery of this agreement, each of Calypso Technology and the Security Agent consents, for itself and in respect of its property, to the exclusive jurisdiction of those courts. Each of Calypso Technology and the Security Agent irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this agreement or other document related hereto.

[Signature page follows]

IN WITNESS WHEREOF, the Security Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED, as Security Agent

By: 

Name:

Title:

Chris O'Mahoney
Authorised Signatory

[Signature Page to Release of Security Interests in Trademarks]

TRADEMARK
REEL: 007362 FRAME: 0406

Schedule I

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
Calypso Technology, Inc.	BANK IN A BOX	5763815
Calypso Technology, Inc.	BANK IN A BOX	5481604
Calypso Technology, Inc.	CALYPSO	2769418