

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM663836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		07/30/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VG BUYER, LLC		
Street Address:	1905 Aston Ave., Suite 100		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4966494	VIRTUAL GREEN	
Registration Number:	5156645	VIRTUAL GREEN	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com, GHKim@proskauer.com		
Correspondent Name:	Gloria Kim		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	25471-005		
NAME OF SUBMITTER:	Gloria Kim		
SIGNATURE:	/Gloria Kim/		
DATE SIGNED:	07/30/2021		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of July 30, 2021 (the "Trademark Security Release"), is made by KEYBANK NATIONAL ASSOCIATION, in its capacity as lender (the "Lender") under that certain Pledge and Security Agreement, dated as of August 8, 2018 (the "Security Agreement"), by and among VG BUYER, LLC, a Delaware limited liability company (the "Grantor"), the Lender and other grantors party thereto. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Security Agreement or the Notice of Trademark Security Interest referred to below, as applicable.

WHEREAS, pursuant to Security Agreement and as evidenced by the Notice of Grant of Security Interest in Trademarks (the "Notice of Trademark Security Interest"), which was recorded in the records of the United States Patent and Trademark Office on August 9, 2018 at reel 006408, frame 0661, the Grantor granted to the Lender, a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Grantor has requested and the Lender has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and Lien on all Grantor's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender does hereby agree as follows:

For purposes of this Trademark Security Release, "Trademark Collateral" means the following, whether existing as of the date of the Security Agreement or thereafter created or acquired all of the Grantor's right, title and interest in, to and under all the following Collateral of Grantor:

- (a) all Trademarks and applications thereof, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with the foregoing; and
- (c) all proceeds of any and all of the foregoing.

The Lender, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate, release and discharge (a) the Liens and security interest created under the Security Agreement in the Trademark Collateral, and (b) the entirety of its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral and any such right, title and interest of the Lender, if any, shall hereby terminate, cease and become void.

Governing Law. This Trademark Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws

of the State of New York without regard to conflict of laws principles thereof that would result in the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

**KEYBANK NATIONAL
ASSOCIATION,**
in its capacity as Agent

By: 

Name: Matthew Quinn

Title: Senior Vice President

[Signature Page to Trademark Security Agreement Release (Full Swing)]

**TRADEMARK
REEL: 007371 FRAME: 0470**

SCHEDULE I

1. United States Trademark, Reg. No. 4,966,494, "Virtual Green," registered as of May 24, 2016.
2. United States Trademark, Reg. No. 5156645, "Virtual Green and Design," registered as of March 7, 2017.