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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM664846

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deerpath Fund Services, LLC		07/30/2021	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Gorilla Logic, LLC
Street Address:	8001 Arista Place
Internal Address:	Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5525698	AGILE. UNSTOPPABLE.
Registration Number:	5296077	G
Registration Number:	5368317	GORILLA LOGIC
Registration Number:	5039119	G
Registration Number:	3331994	GORILLA LOGIC

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 617-248-5000

Email: tmadmin@choate.com

Correspondent Name: Brian E. Reese

Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2010401-0008
NAME OF SUBMITTER:	Brian E. Reese
SIGNATURE:	/Brian E. Reese/

**DATE SIGNED:** 08/04/2021

#### **Total Attachments: 4**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS (this "<u>Termination and Release</u>"), dated as of July 30, 2021, is made by DEERPATH FUND SERVICES, LLC, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, the "<u>Agent</u>") under the Loan Agreement (as defined below).

#### WITNESSETH:

WHEREAS, reference is made to that certain Loan Agreement dated as of October 23, 2018 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Loan Agreement"), among GORILLA LOGIC, LLC, a Delaware limited liability company (the "Company"), GORILLA LOGIC HOLDINGS, LLC, a Delaware limited liability company ("Holdings" and together with the Company, the "Loan Parties"), the other Borrower and Guarantor (as defined therein) from time to time party thereto, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"), and the Agent;

WHEREAS, pursuant to the Patent and Trademark Security Agreement dated as of October 23, 2018 (the "IP Security Agreement"), a lien on and security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the IP Collateral;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on October 24, 2018 at Reel/Frame 6471/0254;

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the IP Collateral including those Patents and Trademarks listed on <u>Schedule 1</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

- 1. <u>Definitions</u>. Capitalized terms not defined herein have the meanings set forth in the IP Security Agreement.
- 2. <u>Release of Security Interest</u>. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the IP Collateral, and any right, title or interest of the Agent in such IP Collateral shall hereby cease and become void.
- 3. <u>Recordation</u>. The Agent authorizes any of the Loan Parties and their designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the applicable Loan Party's expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Patent and Trademark Rights by its duly authorized officer as of the date first above written.

DEERPATH FUND SERVICES, LLC

as Agent

Name: Anish Bahl

Title: Chief Financial Officer

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENT RIGHTS]

# Schedule 1

## **Patents**

Patent	Publication Number	Application Number
	20050188355	11048289

# Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Trademark	Registration Date	U.S Registration Number
AGILE. UNSTOPPABLE.	July 24, 2018	5525698
	September 26, 2017	5296077
GORILLA LOGIC	January 2, 2018	5368317
	September 13, 2016	5039119
GORILLA LOGIC	November 6, 2007	3331994

Trademark	<b>Registration Date</b>	U.S Registration Number
	July 23, 2007	3417398

**RECORDED: 08/04/2021**