

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM664879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLY BANK		07/30/2021	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	MOXIE SOFTWARE, INC.		
Street Address:	851 TRAEGER AVENUE, SUITE 210		
City:	SAN BRUNO		
State/Country:	CALIFORNIA		
Postal Code:	94066		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87320241	BE THERE	
Serial Number:	86481924		
Serial Number:	86482243	CONCIERGE	
Serial Number:	86280444	CONCIERGE	
Serial Number:	86621644	GOMOXIE	
Serial Number:	86621640	GOMOXIE	
Serial Number:	85884673	INCONTEXT	
Serial Number:	87563925	KBOT	
Serial Number:	87582961	MOXIE	
Serial Number:	86481280	MOXIE	
Serial Number:	86481892	MOXIE	
Serial Number:	86481979	MOXIE CONCIERGE	
Serial Number:	86280443	MOXIE CONCIERGE	
Serial Number:	75441155	SENIOR EXECUTIVE CONCOURS	
Serial Number:	85049715	SPACES	
Serial Number:	85049710	SPACES	
Serial Number:	85049705	SPACES	
Serial Number:	85049697	SPACES	
Serial Number:	75440800	THE IT CONCOURS	

CH \$515.00 87320241

Property Type	Number	Word Mark
Serial Number:	77579051	SIMPLYBOX

CORRESPONDENCE DATA

Fax Number: 3142592020
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: 314-259-2000

Email: susan.murphy@bclplaw.com

Correspondent Name: Bryan Cave Leighton Paisner

Address Line 1: 211 North Broadway, Suite 3600

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	1053230.79
NAME OF SUBMITTER:	Jake Crabtree
SIGNATURE:	/Jake Crabtree/
DATE SIGNED:	08/04/2021

Total Attachments: 5

source=IP Release Ally Bank to Moxie Software#page1.tif
source=IP Release Ally Bank to Moxie Software#page2.tif
source=IP Release Ally Bank to Moxie Software#page3.tif
source=IP Release Ally Bank to Moxie Software#page4.tif
source=IP Release Ally Bank to Moxie Software#page5.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the “Release”) is made as of July 30, 2021, by ALLY BANK, as lender (the “Lender”) (as defined in the Security Agreement defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Moxie Software, Inc., Moxie Software CIM Corp. (individually and collectively, “Grantor”) and Lender are parties to that certain Intellectual Property Security Agreement dated as of April 23, 2018 (as amended, restated, supplemented or otherwise modified, the “Security Agreement”) pursuant to which Grantor granted to Lender a lien on and security interest in, to and under the Intellectual Property Collateral as security for certain obligations owing by Grantor to Lender;

WHEREAS, the Security Agreement was recorded by the Patent Division of the United States Patent and Trademark Office on April 24, 2018, at Reel 045625, Frame 0477;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 24, 2018, at Reel 006320, Frame 0283; and

WHEREAS, Grantor has requested that Lender release its lien in the Intellectual Property and all Intellectual Property Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Lender hereby releases its lien on and security interest in, to and under all of Grantor’s respective right, title and interest in and to the Intellectual Property Collateral, which includes but is not limited to the following:

- (a) all of its Patents, including those referred to on Schedule 1 hereto;
- (b) all of its Trademarks, including those referred to on Schedule 2 hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of the foregoing; and
- (e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

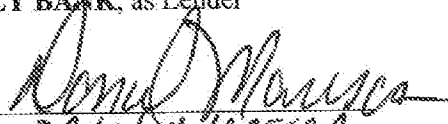
2. Lender hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Lender, any and all of Lender’s right, title and interest in, to and under the Intellectual Property Collateral. Lender hereby authorizes Grantor (or their designee) to file this Release with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release of Security Interest in Intellectual Property to be executed as of the day and year first above written.

ALLY BANK, as Lender

By:



Name:

DANIEL MARESCA

Title:

Authorized Signatory

SIGNATURE PAGE

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TRADEMARK
REEL: 007378 FRAME: 0400

SCHEDULE 1

DESCRIPTION	REGISTRATION OR SERIAL NUMBER	REGISTRATION OR FILING DATE
Element Mapping and Rule Building Systems and Methods for Contextual Site Visitor Engagement	App. No. 14/964,008	December 9, 2015
Systems and Methods for Client-Side Contextual Engagement	App. No. 14/819,043	August 5, 2015
Element Mapping and Rule Building Systems and Methods for Contextual Site Visitor Engagement	App. No. 16/533,887	August 7, 2019
Systems and Methods for Client-Side Contextual Engagement	Pat. No. 10,986,160	February 5, 2020
Systems and Methods for Client-Side Contextual Engagement	App. No. 17/230,903	April 14, 2021

SCHEDULE 2

Trademark	Application No.	Application Date	Registration No.	Registration Date	Classes
BE THERE	87320241	1 Feb 2017	—	—	9, 42
BELL LOGO	86481924	16 Dec 2014	5306901	10 Oct 2017	42
CONCIERGE	86482243	16 Dec 2014	5182057	11 Apr 2017	9
CONCIERGE	86280444	14 May 2014	4860494	24 Nov 2015	42
GOMOXIE	86621644	06 May 2015	—	—	42
GOMOXIE	86621640	06 May 2015	—	—	9
INCONTEXT*	85884673	23 Mar 2013	4432066	12 Nov 2013	9
KBOT	87563925	10 Aug 2017	5417834	06 Mar 2018	42
MOXIE	87582961	24 Aug 2017	5418256	06 Mar 2018	9
MOXIE	86481280	15 Dec 2014	5107373	27 Dec 2016	42
MOXIE (stylized)	86481892	16 Dec 2014	5102763	20 Dec 2016	42
MOXIE CONCIERGE	86481979	16 Dec 2014	—	—	9
MOXIE CONCIERGE	86280443	14 May 2014	5276679	29 Aug 2017	42
SENIOR EXECUTIVE CONCOURS	75441155	26 Feb 1998	2255289	22 Jun 1999	41
SIMPLYBOX*	77579051	25 Sep 2008	4214199	25 Sep 2012	9, 42
SPACES	85049715	27 May 2010	4292695	19 Feb 2013	9
SPACES	85049710	27 May 2010	4292694	19 Feb 2013	42
SPACES	85049705	27 May 2010	4289415	12 Feb 2013	35, 38
SPACES	85049697	27 May 2010	4301729	12 Mar 2013	42
THE IT CONCOURS	75440800	26 Feb 1998	2280808	28 Sep 1999	41

* The trademarks are listed with the United States Patent and Trademark Office as being registered to SimplyBox, Inc. Moxie Software, Inc. acquired SimplyBox Inc's rights to the trademarks via an asset acquisition completed in 2014.