

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONVERSOCIAL (UK) LTD		08/11/2017	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	COLUMBIA LAKE PARTNERS GROWTH LENDING I (LUXCO) S.À.R.L.		
Street Address:	9A Boulevard Prince Henri		
City:	Luxembourg City		
State/Country:	LUXEMBOURG		
Postal Code:	L-1724		
Entity Type:	Société à responsabilité limitée: LUXEMBOURG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4940268	SOCIALFIRST	
Registration Number:	4252642	CONVERSOCIAL	
Registration Number:	4252641	CONVERSOCIAL	
Registration Number:	4252640	CONVERSOCIAL	
Registration Number:	4252639	CONVERSOCIAL	
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:	617-648-9299		
Email:	mpattaropong@gunder.com		
Correspondent Name:	Marna Pattaropong		
Address Line 1:	One Marina Park Dr.		
Address Line 2:	Suite 900		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Marna Pattaropong		
SIGNATURE:	/marna pattaropong/		
DATE SIGNED:	08/12/2021		
Total Attachments: 8			

OP \$140.00 4940268

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Deed of Release

- (1) **COLUMBIA LAKE PARTNERS GROWTH LENDING I
(LUXCO) S.À.R.L.**

- (2) **CONVERSOCIAL LIMITED
CONVERSOCIAL (UK) LTD
CONVERSOCIAL INC.
ASSIST MEGACORP, INC.**

Dated 17 March 2021

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This Deed is made on 17 March 2021

Between:

- (1) **Columbia Lake Partners Growth Lending I (Luxco) S.à.r.l.** (the "Lender"); and
- (2) **Those persons listed in Schedule 1** (the "Chargors").

Background:

- (A) Under the Security, the Chargors granted to the Lender certain mortgages and charges of their property, rights, title, interests and other assets.
- (B) The Lender has agreed to release the assets from the mortgages and charges created under the Security, to reassign to the Chargors all assets assigned to the Lender by way of security under the Security and to release the Chargors from their obligations to the Lender under the Security.

This Deed witnesses as follows:

1. Definitions and interpretation

- 1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Charged Assets" means all the property, rights, title, interests and other assets or undertaking mortgaged, charged, assigned or otherwise secured by the Chargors to the Lender by or pursuant to the Security.

"Security" means each of the documents specified in Schedule 2 and any other security document or guarantee granted by any of the Chargors in favour of the Lender prior to the date of this Deed.

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

- 1.2 In this Deed, unless the context otherwise requires, a reference in this Deed to:

- (a) another agreement shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied, supplemented or novated from time to time; and
- (b) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

2. Release and reassignment

The Lender absolutely, irrevocably and unconditionally:

- (a) releases the Security Interests created by the Chargors over the Charged Assets by or pursuant to the Security and confirms it is no longer relying on the Security;
- (b) releases the Chargors from all their guarantees, covenants, indemnities, liabilities and obligations by or pursuant to the Security; and
- (c) reassigns to the Chargors absolutely all or any part of the Charged Assets (if any) assigned to the Lender by or pursuant to the Security and grants permission to each Chargor to issue notices of such reassignment to any relevant third parties who received notice of the original assignment of any such assigned property or assets.

3. Further assurance

The Lender shall, at the request and cost of the Chargors, promptly execute and deliver such documents and perform such acts as may be required to give full effect to the releases and reassignments contained in clause 2 (*Release and reassignment*).

4. Costs

The Chargors shall, promptly on demand, pay to, or reimburse, the Lender all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal and out-of-pocket expenses) incurred by the Lender in connection with the negotiation, preparation and execution of this Deed and any related documents.

5. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. Third parties

No express term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

7. Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. Jurisdiction

The English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargors in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

In witness this Deed is executed on the date appearing at the head of page 1.

Schedule 1**The Chargors**

Name of Chargor	Jurisdiction of incorporation/formation (if applicable)	Registration number (if any)
Conversocial Limited	England and Wales	07445564
Conversocial (UK) Ltd	England and Wales	06674170
Conversocial, Inc.	Delaware, USA	N/A
Assist Megacorp, Inc.	Delaware, USA	N/A

Schedule 2

Security

1. The share pledge agreement dated 11 August 2017 made between Conversocial Limited and the Lender.
2. The debenture dated 11 August 2017 made between Conversocial Limited, Conversocial (UK) Ltd and the Lender.
3. The security agreement dated 11 August 2017 made between Conversocial, Inc. and the Lender as amended and restated on 18 March 2019 between Conversocial Inc., Assist Megacorp, Inc. and the Lender.
4. The intellectual property security agreement dated 11 August 2017 made between Conversocial Inc. and the Lender.
5. The intellectual property security agreement dated 11 August 2017 made between Conversocial (UK) Ltd and the Lender.
6. The share pledge agreement dated 18 March 2019 made between Conversocial Limited and the Lender.
7. The intellectual property security agreement dated 18 March 2019 made between Assist Megacorp, Inc. and the Lender.

Signatures to Deed of Release

Lender

**Executed as a Deed by
Columbia Lake Partners Growth Lending I
(Luxco) S.à.r.l.**
acting by its authorised signatory
in the presence of:

DocuSigned by:
Sanjeev Jewootah
48B42F247592435.....
Authorised signatory

Name: Sanjeev..Jewootah.....

DocuSigned by:
Aleksander Jakima
177640698FDA43D.....
Authorised signatory

Name: Aleksander..Jakima.....

Chargors

**Executed as a Deed by
Conversocial Limited**
acting by a director
in the presence of:

DocuSigned by:
[Signature]
3C2B0FE101AE422.....
Director

Signature of witness: Yifa.....

Name: Yifa Bornstein-HaCohen.....

Address: 233 West 77th Street New
york, NY 10024.....

Occupation: Homemaker.....

**Executed as a Deed by
Conversocial (UK) Ltd**
acting by a director
in the presence of:

DocuSigned by:
[Signature]
3C2B0FE101AE422.....
Director

Signature of witness: Yifa.....

Name: Yifa Bornstein-HaCohen.....

Address: 233 west 77th street
New york, NY 10024.....

Occupation: Homemaker.....

**Executed as a Deed by
Conversocial Inc.**

DocuSigned by:
Marc Rosabrunetto
E2D9A55A15A834AD.....

Title: CFO

Name: Marc Rosabrunetto

**Executed as a Deed by
Assist Megacorp, Inc.**

DocuSigned by:
Marc Rosabrunetto
E2D9A55A15A834AD.....

Title: CFO

Name: Marc Rosabrunetto