

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		07/21/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VIBE HCM, INC.		
Street Address:	2810 DEXTER DRIVE		
City:	ELKHART		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5246800	VIBE HCM	
Registration Number:	5241871	VIBE HCM	
Registration Number:	2221961	ECI	
CORRESPONDENCE DATA			
Fax Number:	9194842096		
<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:	919-484-2306		
Email:	Taylor.Ey@wbd-us.com		
Correspondent Name:	WOMBLE BOND DICKINSON (US) LLP		
Address Line 1:	5425 PAGE ROAD, SUITE 430		
Address Line 4:	DURHAM, NORTH CAROLINA 27703		
NAME OF SUBMITTER:	TAYLOR EY		
SIGNATURE:	/taylor ey/		
DATE SIGNED:	08/19/2021		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 21, 2021 (this “**Release**”), is made by **SILICON VALLEY BANK** (“**Bank**”), in favor of **VIBE HCM, INC.** (“**Grantor**”).

RECITALS

Pursuant to that certain (i) Amended and Restated Loan and Security Agreement dated as of September 27, 2018 by and between Bank, Grantor and CFactor Works ULC, an unlimited liability company amalgamated and existing under the laws of British Columbia (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”); (ii) Intellectual Property Security Agreement (“**IP Security Agreement No. 1**”) dated as of December 23, 2015, by and between Bank and Electronic Commerce Incorporated, recorded with the US Patent and Trademark Office (“**USPTO**”) on December 28, 2015 at Reel No. 005696, Frame No. 0631; (iii) Intellectual Property Security Agreement (“**IP Security Agreement No. 2**”) dated as of November 6, 2017, by and between Bank and CFactor Works ULC, recorded with the USPTO on November 7, 2017 at Reel No. 006198, Frame No. 0623 and Reel No. 006246, Frame No. 0109; and (iv) Intellectual Property Security Agreement (“**IP Security Agreement No. 3**”, together with IP Security Agreement No. 1 and IP Security Agreement No. 2, the “**IP Security Agreements**”, and together with the Loan Agreement, the “**Loan Documents**”) dated as of September 27, 2018, by and between Bank and Grantor, recorded with the USPTO on September 27, 2018, at Reel No. 006445, Frame No. 0627, for the trademarks listed on Schedule A hereto, Grantor granted and conveyed to Bank a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including the Trademarks set forth on Schedule A hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Bank covenants and agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or IP Security Agreements, as applicable.
2. Termination and Release. Bank, without representation, warranty, or recourse, hereby:
 - (a) terminates the IP Security Agreements and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in, to and under the Intellectual Property Collateral, including the Trademarks listed on Schedule A attached hereto, granted pursuant to the Loan Documents;
 - (b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in, to and under any and all of the Intellectual Property Collateral; and
 - (c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.
3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

SILICON VALLEY BANK

DocuSigned by:

Adam Graham

By: _____
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Name: Adam Graham

Title: Managing Director

(Signature Page to Termination And Release Of Security Interest In Intellectual Property)

SCHEDULE A

TRADEMARKS

<u>Description</u>	Serial Number	Registration Number	Registration Date
VIBE HCM	86453061	5246800	07/18/2017
VIBE HCM (stylized)	86453289	5241871	07/11/2017
ECI	75209602	2221961	02/02/1999