

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espresso Capital Ltd.		09/10/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CultureIQ Inc.		
Street Address:	28765 Single Oak Dr # 250		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	90015988	CULTUREADMINISTER	
Serial Number:	90015983	CULTUREBASELINE	
Serial Number:	90565764	CULTUREDISCOVERY	
Serial Number:	90015986	CULTURELAUNCH	
Serial Number:	90062400	CULTUREREADOUT	
Serial Number:	90015979	CULTURETARGET	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	Luis Moreau / KIRKLAND & ELLIS LLP		
Address Line 1:	300 N LA SALLE DR		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	47522-1		
NAME OF SUBMITTER:	Luis Moreau		
SIGNATURE:	/Luis Moreau/		
DATE SIGNED:	09/15/2021		

CH \$165.00 90015988

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 10, 2021 (“Effective Date”) by Espresso Capital Ltd., a Canadian Limited Corporation, with its principal office at 300-8 King Street East, Toronto, Ontario M5C 1B5 (“Grantee”), in favor of CultureIQ Inc., a Delaware Corporation with its principal office at 28765 Single Oak Dr # 250, Temecula, CA 92590 (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Grantor and Grantee dated October 16, 2020 (the “Trademark Security Agreement”), Grantor granted to Grantee a lien on and security interest in, all of Grantor’s right, title and interest in, to and under (a) all its trademarks (except for intent-to-use trademarks and applications therefor) and all intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Schedule 1 attached to this Agreement; (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and (d) 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 (collectively, the “Trademarks”).

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Loan Facility and Security Agreement among Grantor, Grantee and other loan parties dated October 16, 2020 (the “Security Agreement”);

WHEREAS, the Culture IQ Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on October 19, 2020, at Reel 7077, Frame 0582; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee, as documented in that certain letter dated July 8, 2021.

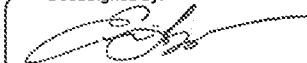
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has in the Trademarks.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has in the Trademarks and; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register any trademark, or any trade name or assumed name, of Grantor, other than those Trademarks set forth on Schedule 1, in any jurisdiction throughout the world.

Grantee shall, at Grantor’s expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ESPRESSO CAPITAL LTD.

DocuSigned by:

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Name: Enio Lazzer

Title: COO & CFO

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Status	Application No	Filing Date	Reg No	Reg Date	Owner
CULTUREADMINISTER	Pending Intent to Use	90015988	June 23, 2020	--		CultureIQ, Inc.
CULTUREBASELINE	Pending Intent to Use	90015983	June 23, 2020	--		CultureIQ, Inc.
CULTUREDISCOVERY	Pending Intent to Use	90565764	March 8, 2021	--		CultureIQ, Inc.
CULTURELAUNCH	Pending Intent to Use	90015986	June 23, 2020	--		CultureIQ, Inc.
CULTUREREADOUT	Pending Intent to Use	90062400	July 20, 2020	--		CultureIQ, Inc.
CULTURETARGET	Pending Intent to Use	90015979	June 23, 2020	--		CultureIQ, Inc.