

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		09/08/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	INVESTEDGE, INC.		
Street Address:	1151 Freeport Road		
Internal Address:	Suite 396		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5459359	MMXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	2054886267		
<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:	12055218267		
Email:	devans@bradley.com		
Correspondent Name:	Donita Evans		
Address Line 1:	1819 FIFTH AVENUE NORTH		
Address Line 4:	birningham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	213890-401020		
NAME OF SUBMITTER:	Donita Evans		
SIGNATURE:	/Donita Evans/		
DATE SIGNED:	10/11/2021		
Total Attachments: 2			
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**REASSIGNMENT AND RELEASE
OF INTELLECTUAL PROPERTY SECURITY INTEREST**

This REASSIGNMENT AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of this 8th day of September, 2021 and granted by Western Alliance bank, an Arizona corporation (the "**Bank**"), in favor of InvestEdge, Inc., a Delaware corporation (the "**Grantor**") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, the "**Loan Agreement**") dated as of September 30, 2020, by and between Bank and Grantor, the Grantor executed and delivered to the Bank that certain Intellectual Property Security Agreement by and between the Grantor and the Bank dated as of September 30, 2020 (the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Bank a security interest in and to all of the right, title and interest of such Grantor in, to and under the Intellectual Property Collateral, as that term is defined and used in the Security Agreement, which definition is incorporated by this reference; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7065, Frame 0770 on September 30, 2020; and

WHEREAS, the Grantor has requested that the Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Bank may have in certain of the Intellectual Property Collateral pursuant to the Security Agreement, which is referred to in this Release as the Released Intellectual Property Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Collateral Agent hereby states as follows:

1. Release of Security Interest. Bank hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor in the following, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Released Intellectual Property Collateral**");

(a) the trademark MMXCHANGE and U.S. trademark registration number 5,459,359 on the Principal Register of the United States Patent & Trademark Office with a registration date of May, 1, 2018, together with and all goodwill associated with or resulting from the trademark, and all right to sue and recover for past infringement, dilution, and other violations (the "**Trademark**"); and

(b) in addition to the Trademark, all Intellectual Property Collateral that is owned by Grantor and used by Grantor in or necessary for the conduct of the business of providing model portfolios to its financial institution and other customers through the MMX platform and performing related services, except for the MMX Code and Data Model (as such terms are defined in that certain Asset Purchase Agreement, dated as of September 2, 2021, by and between Grantor and ICR Partners, LLC).

For avoidance of doubt, the remaining Intellectual Property Collateral that does not comprise Released Intellectual Property Collateral shall remain subject to the Security Agreement.

2. Further Assurances. Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Rick Lamoreux

Title: Senior Director

Address for Notices:

Attn: Legal Department

One East Washington Street, Suite 1400

Phoenix, AZ 85004

Email: Rick.Lamoreux@bridgebank.com

Tel: (408) 423-8500

Fax: (408) 424-8520