

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		11/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Loomly Inc.		
Street Address:	13636 Ventura Boulevard		
Internal Address:	#285		
City:	Sherman Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91423		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5427642	LOOMLY	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/ mp		
DATE SIGNED:	11/19/2021		
Total Attachments: 4			
source=Medley Capital LLC to Loomly Inc. trademark security interest release#page1.tif			
source=Medley Capital LLC to Loomly Inc. trademark security interest release#page2.tif			
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**RELEASE OF SECURITY INTEREST IN UNITED STATES
TRADEMARK**

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARK (this “*Release*”) is made as of November 5, 2021, by MEDLEY CAPITAL LLC, a Delaware limited liability company (“*Medley*”), in its capacity as collateral agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”), in favor of LOOMLY INC. (“*Grantor*”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 31, 2021, by the Grantor in favor of the Collateral Agent (the “*Trademark Security Agreement*”), the Grantor mortgaged and pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent for the benefit of the Secured Parties a Lien on and a security interest in, all of its right, title and interest in, to and under all of the Trademark Collateral of such Grantor including the Trademarks and Trademark Licenses specifically listed on Schedule A attached hereto (the Trademarks and Trademark Licenses identified on Schedule A hereto, the “*Released Trademarks*”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 31, 2021 at Reel 7420, Frame 0202; and

WHEREAS, Collateral Agent now desires to terminate and release its lien on and security interest in and to the Released Trademark and reassign and retransfer to the Grantor all of the Collateral Agent’s rights, title and interest in and to the Released Trademark.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for the benefit of the Secured Parties, hereby agrees as follows:

1. Collateral Agent hereby terminates and releases its security interest in and to (i) the Released Trademark providing for the grant by or to such Grantor of any right under any Trademark, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Released Trademark, and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. If and to the extent that Collateral Agent has acquired any right, title or interest in, to or under any of the foregoing, it hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Collateral Agent, any and all of Collateral Agent’s right, title, and interest in and to the foregoing.

2. Nothing contained in this Release shall be construed as a termination, release, retransfer or reassignment of any security interest, if any, or any right, title and interest which the Collateral Agent may have in the Trademark Collateral which has not been specifically identified on Schedule A hereto or any other collateral described in the Trademark Security Agreement or otherwise.

3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the date first written above.

MEDLEY CAPITAL LLC,
a Delaware limited liability company,
as Collateral Agent

DocuSigned by:

Richard Allorto

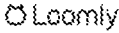
By: _____

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Name: Richard T. Allorto, Jr
Title: Chief Financial Officer

SCHEDULE A

Trademark Registration

OWNER/APPLICANT	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	JURISDICTION
Loomly Inc.	 Loomly	5437642	3/29/18	US