# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM689983

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		11/16/2021	Corporation:

#### **RECEIVING PARTY DATA**

Name:	PERFECT SENSE, INC.		
Street Address:	12120 Sunset Hills Road 6th Floor		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4551200	BRIGHTSPOT

#### CORRESPONDENCE DATA

Fax Number: 6167423999

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.

6167423945 Phone: Email: hkooy@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: 171 Monroe Ave NW, Suite 1000

Address Line 2: Attn: Hillary Kooy

Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	75123.35
NAME OF SUBMITTER:	Hillary Kooy
SIGNATURE:	/Hillary Kooy/
DATE SIGNED:	11/23/2021

#### **Total Attachments: 6**

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of November 16, 2021, is executed by **WESTERN ALLIANCE BANK**, an Arizona corporation (the "<u>Secured Party</u>"), and in favor of **PERFECT SENSE, INC.**, a Delaware corporation ("<u>Grant</u>or"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

#### RECITALS

- A. Pursuant to the Intellectual Property Security Agreement, dated as of June 24, 2019, executed by Grantor (the "Security Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).
- B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on June 24, 2019, at Reel/Frame 049571/0862, to evidence the security interest granted under the Security Agreement.
- C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 24, 2019, at Reel/Frame 006676/0935, to evidence the security interest granted under the Security Agreement.
- D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

#### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Secured Party hereby agrees as follows:

- 1. The Security Agreement is hereby terminated and of no further force and effect.
- 2. With respect to the security interest granted to Secured Party under the Security Agreement, Secured Party expressly irrevocably terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any of the following (collectively, the "Intellectual Property Collateral"):
- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "<u>Trademarks</u>"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the " $\underline{Mask\ Works}$ ");

- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
  - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and roy alties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.
- 4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the United States Patent and Trademark Office, at the Grantor's sole cost and expense.
- 5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

WESTERN ALLIANCE BANK

Name: Kaitlyn Paonessa

Title: AVP, Portfolio Management

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

# Ехнівіт А

# **COPYRIGHTS**

Type Of Work:	<u>Title:</u>	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Preregistered?
Unregistered Software	Brights pot User Experience Platform		N/A	N/A	
Unregistered Software	Dari Development Framework		N/A	N/A	
Unregistered Software	Brightspot Elastic Assets Manager Software		N/A	N/A	
Unregistered Software	Brightspot Digital Asset Management Software		N/A	N/A	

# Ехнівіт в

# TRADEMARKS

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	<u>Filing Date:</u>
Word Mark: Brightspot		4551200		June 17, 2014

# Ехнівіт с

# **PATENTS**

	T			ı
<u>Title:</u>	<u>Patent</u> <u>Number:</u>	Application Serial Number:	<u>Issued Or</u> <u>Published?</u>	<u>Issue Date:</u>
Crosslinker. Patent relating to the placement of hyperlinks within the body of text of a document, with the placement of the hyperlinks being performed automatically	9697204			July 4, 2017
Micro-Location Monitoring Techniques. Utility conversion application filed on October 20, 2016 for a patent filed in a provisional application. Patent relating to the optimization of mobile device micro- location monitoring.		62/242,993		October 2015
App on Demand (Native Application Development Techniques). Utility conversion application filed on October 24, 2016 for a patent filed in a provisional application. Patent relating to a framework that allows organizations to build native iOS and Android applications more quickly and easily.		62/245,967		October 2015
Time-based content synchronization	10,264,297			April 16, 2019
Micro-location monitoring techniques	9,894,475			February 13, 2018
Caching Techniques. Patent relating to caching techniques for web content	9,876,873	14/918,982		January 23, 2018
Placement of hyperlinks in documents		15/638596		October 19, 2017

ExhibitC

**RECORDED: 11/23/2021**