# OP \$140.00 5088217

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM702023

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/28/2021	Corporation: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	WORKLETE, INC.	
Street Address:	1423 Broadway PMB 134	
City:	Oakland	
State/Country:	CALIFORNIA	
Postal Code:	94612	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5088217	B.R.A.C.E.
Registration Number:	5649563	DESKLETE
Registration Number:	6111848	W
Registration Number:	4983322	WORK LIKE AN ATHLETE
Registration Number:	4977210	WORKLETE

### **CORRESPONDENCE DATA**

**Fax Number:** 3036293400

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.

**Phone:** 303-629-3400

Email: burtner.jody@dorsey.com
Correspondent Name: Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street, Suite 400

Address Line 2: IP Department

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	516059-1
NAME OF SUBMITTER:	Jody L. Burtner
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	01/13/2022

TRADEMARK REEL: 007559 FRAME: 0193

## **Total Attachments: 4**

source=Worklete\_SVB\_IP\_Release\_Agreement#page1.tif source=Worklete\_SVB\_IP\_Release\_Agreement#page2.tif source=Worklete\_SVB\_IP\_Release\_Agreement#page3.tif source=Worklete\_SVB\_IP\_Release\_Agreement#page4.tif

> TRADEMARK REEL: 007559 FRAME: 0194

# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of December 28, 2021 (the "Effective Date"), is made by SILICON VALLEY BANK, a California corporation having an office at 303 Tasman Drive, Santa Clara, CA 95054, (the "Bank"), in favor of WORKLETE, INC., a Delaware corporation, having an office at 1423 Broadway PMB 134, Oakland, CA 94612 (the "Grantor").

WHEREAS, the Grantor and the Bank entered into that certain Loan and Security Agreement dated as of December 31, 2018, as amended by that certain First Amendment to Loan and Security Agreement by and between Bank and Grantor dated as of August 4, 2021 (as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Grantor agreed to enter into and did enter into that certain Intellectual Property Security Agreement dated as of August 4, 2021 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**IP Security Agreement**") in favor of the Bank, pursuant to which the Grantor granted to the Bank, for the benefit of the Bank, a security interest in all of Grantor's right, title, and interest in and to the Intellectual Property Collateral including those trademarks and/or trademark applications listed on <u>Schedule A</u> attached hereto (the "**Released Collateral**");

WHEREAS, the IP Security Agreement was duly recorded with the United States Patent and Trademark Office (the "PTO") on August 4, 2021, at Reel 7378, Frame 0960 for trademarks and trademark applications; and

WHEREAS, the Bank now desires to terminate and release the entirety of its security interest in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Bank hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan Agreement or IP Security Agreement, as applicable.
- 2. <u>Release</u>. The Bank hereby fully terminates, cancels, releases and discharges any and all security interest in and to the Released Collateral arising under the Loan Agreement and the IP Security Agreement. If and to the extent that the Bank has acquired any right, title, or interest in and to any Released Collateral, the Bank hereby transfers, conveys, and assigns, without recourse, representation or warranty of any kind, such right, title, or interest to the applicable owner as indicated on <u>Schedule A</u> attached hereto.
- 3. <u>Authorization</u>. The Bank hereby authorizes and requests the Commissioner of Patents and the Commissioner of Trademarks to record this Release of Security Interest in Patents and Trademarks in the United States Patent and Trademark Office with regard to the IP Security Agreement, and the Released Collateral.
- 4. <u>Further Assurances</u>. The Bank hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure, and deliver any further documents (in form and substance reasonably

4880-4463-4888\1 ny-2313322 satisfactory to the Bank) and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

4880-4463-4888\1 ny-2313322 IN WITNESS WHEREOF, the Bank has duly executed this Release as of the Effective Date.

SILICON VALLEY BANK

By: Justin Maule

Name: Justin Mauch Title: Director

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