

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		01/18/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	R4 TECHNOLOGIES, INC.		
Street Address:	38 Grove Street		
Internal Address:	Building C		
City:	Ridgefield		
State/Country:	CONNECTICUT		
Postal Code:	06877		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88342230	THE BUSINESS OF BETTER	
Serial Number:	88457504	R4	
Serial Number:	88342213	XEM	
Registration Number:	4744061	AROUND THE BOX	
Registration Number:	4739523	RGIFT	
Registration Number:	4731813	MGIFT	
Registration Number:	4645735	OWN THE CONSUMER	
Registration Number:	4645734	R4 TECHNOLOGIES	
Registration Number:	4645733	R4	
Registration Number:	4610518	RSHELF	
Registration Number:	4610513	RIGHT PRODUCT, RIGHT CONSUMER, RIGHT TIM	
Registration Number:	4610512	R4	
Registration Number:	4478427	SVIP	
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:	4048853155		

CH \$340.00 88342230

Email: nina.dhillon@troutman.com
Correspondent Name: Nina Dhillon
Address Line 1: 600 Peachtree Street, NE, Suite 3000
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 258919.000003

NAME OF SUBMITTER: Nina Dhillon

SIGNATURE: /nina dhillon/

DATE SIGNED: 01/21/2022

Total Attachments: 10

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Western Alliance
Bank

Member FDIC

January 18, 2022

R4 Technologies, Inc.
38 Grove St, Bldg C
Ridgefield, CT 06877

RE: REASSIGNMENT AND RELEASE OF IP SECURITY INTEREST

This Reassignment and Release of Intellectual Property Security Interest is made as of January 18, 2022, by Western Alliance Bank, an Arizona corporation ("Lender") in favor of R4 TECHNOLOGIES, INC., a Delaware Corporation ("Parent"), and STADIUMVIP, LLC, a Connecticut limited liability company ("StadiumVIP"), R4 CANADA HOLDINGS, INC., a Connecticut corporation ("US Holdco"), and R4 TECHNOLOGIES (CANADA) ULC, a British Columbia unlimited liability company ("Canada ULC", and together with Parent, StadiumVIP, and US Holdco, individually and collectively, jointly and severally, ("Grantor").

Grantor assigned certain interests in the patents, trademarks and copyrights (the "Intellectual Property"), to Lender under an Intellectual Property Security Agreement dated as of August 13, 2020 as may have been amended from time to time between Lender and Grantor (the "Security Agreement") and recorded with the U.S. Patent and Trademark Office and/or the U.S. Copyright Office, which is attached hereto as Exhibit A, B and C.

Lender acknowledges that Company has satisfied its obligations under the Security Agreement, and Lender hereby releases all security interests that Lender may have in the Intellectual Property and reassigns it to Company without warranty or recourse and authorizes the recordation of this Reassignment and Release of IP Security Interest with the United States Patent and Trademark Office at the expense of Grantor.

Western Alliance Bank, an Arizona corporation

By: PJ Embalsado
Name: Pee Jay Embalsado
Title: Senior Loan Servicing Officer

Enclosures

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 13, 2020, (the “**Agreement**”) among WESTERN ALLIANCE BANK, an Arizona corporation (“**Lender**”), and R4 TECHNOLOGIES, INC., a Delaware corporation (“**Parent**”), and STADIUMVIP, LLC, a Connecticut limited liability company (“**StadiumVIP**”), R4 CANADA HOLDINGS, INC., a Connecticut corporation (“**US Holdco**”), and R4 TECHNOLOGIES (CANADA) ULC, a British Columbia unlimited liability company (“**Canada ULC**”, and together with Parent, StadiumVIP, and US Holdco, individually and collectively, jointly and severally, “**Grantor**”), is made with reference to the Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (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 Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), 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 “**Mask Works**”), including the Mask Works described in Exhibit D;

(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 royalties 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

R4 TECHNOLOGIES, INC.

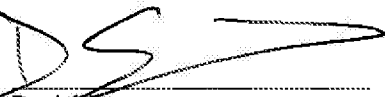
By: 
Name: Daniel Surette
Title: Chief Financial Officer

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: _____
Name: _____
Title: _____

STADIUMVIP, LLC

By: 
Name: Daniel Surette
Title: Authorized Person

R4 CANADA HOLDINGS, INC.

By: 
Name: Mark McEnroe
Title: Secretary

R4 TECHNOLOGIES (CANADA) ULC

By: 
Name: Mark McEnroe
Title: Secretary

Address for Notices:
r4 Technologies, Inc.
StadiumVIP, LLC
r4 Canada Holdings, Inc.
r4 Technologies (Canada) ULC
38 Grove Street
Building C
Ridgefield, CT 06877
Attn: Dan Surette
Fax: (203) 461-7226
Email: dsurette@r4.ai

Address for Notices:
Western Alliance Bank
28 State Street, Suite 2301
Boston, MA 02109
Attn: Eric M. Tulipano
Email: eric.tulipano@bridgebank.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

R4 TECHNOLOGIES, INC.

By: _____
Name: Daniel Surette
Title: Chief Financial Officer

STADIUMVIP, LLC

By: _____
Name: Daniel Surette
Title: Authorized Person

R4 CANADA HOLDINGS, INC.

By: _____
Name: Mark McEnroe
Title: Secretary

R4 TECHNOLOGIES (CANADA) ULC

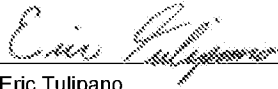
By: _____
Name: Mark McEnroe
Title: Secretary

Address for Notices:

r4 Technologies, Inc.
StadiumVIP, LLC
r4 Canada Holdings, Inc.
r4 Technologies (Canada) ULC
38 Grove Street
Building C
Ridgefield, CT 06877
Attn: Dan Surette
Fax: (203) 461-7226
Email: dsurette@r4.ai

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By:  _____
Name: Eric Tulipano
Title: Assistant Vice President

Address for Notices:

Western Alliance Bank
28 State Street, Suite 2301
Boston, MA 02109
Attn: Eric M. Tulipano
Email: eric.tulipano@bridgebank.com

EXHIBIT A

Copyrights

Grantor	Description	Registration/Application Number	Registration/Application Date
None			

EXHIBIT B

Trademarks

Grantor	Description	Registration/Application Number	Registration/Application Date
R4 Technologies, Inc.	THE BUSINESS OF BETTER	88/342,230	03/15/2019
R4 Technologies, Inc.	R4 (& design)	88/457,504	06/03/2019
R4 Technologies, Inc.	XEM	88/342,213	03/15/2019
R4 Technologies, Inc.	AROUND THE BOX	4,744,061	05/26/2015
R4 Technologies, Inc.	RGIFT	4,739,523	05/19/2015
R4 Technologies, Inc.	MGIFT	4,731,813	05/05/2015
R4 Technologies, Inc.	OWN THE CONSUMER	4,645,735	11/25/2014

Grantor	Description	Registration/Application Number	Registration/Application Date
R4 Technologies, Inc.	R4 TECHNOLOGIES	4,645,734	11/25/2014
R4 Technologies, Inc.	R4 (& design)	4,645,733	11/25/2014
R4 Technologies, Inc.	RSHELF	4,610,518	09/23/2014
R4 Technologies, Inc.	RIGHT PRODUCT, RIGHT CONSUMER, RIGHT TIME, RIGHT PRICE	4,610,513	09/23/2014
R4 Technologies, Inc.	R4	4,610,512	09/23/2014
StadiumVIP, LLC	SVIP	4,478,427	02/04/2014

EXHIBIT C

Patents

Grantor	Description	Serial Number	Registration Number
None			

EXHIBIT D

Mask Works

Grantor	Description	Application	Registration
None			