

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB, as Agent		03/01/2022	FEDERAL SAVINGS BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	KEYME, LLC		
Street Address:	101 Hudson Street, 23RD FLOOR		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4849435	LOCKSMITH IN A BOX	
Registration Number:	4310547	KEYME	
Registration Number:	4322095	KEYME	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	335442-111		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/08/2022		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 1, 2022 (this “Release”), is made by Wilmington Savings Fund Society, FSB, acting in its capacity as agent for the Secured Parties (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by KeyMe, LLC, a Delaware limited liability company (the “Grantor”) in favor of the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on March 25, 2019 at reel 006599, frame 0472, the Grantor granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in and to, all of the Grantor’s right, title and interest in, to and under its existing or thereafter created or acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 1, 2022, by and among the Grantor, the other signatories party thereto and the Agent, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Agent in the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB
as Agent

By: 

Name: Raye Goldsborough

Title: Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 007653 FRAME: 0098

SCHEDULE I

TRADEMARK REGISTRATIONS/APPLICATIONS:

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
KeyMe, LLC	United States	KEYME	4310547	Registered 03/26/2013
KeyMe, LLC	United States	KeyMe	4322095	Registered 04/16/2013
KeyMe, LLC	United States	Locksmith in a Box	4849435	Registered 11/10/2015