

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM713809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalate Capital Partners SBIC III, LP		06/15/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	FLASHPARKING, INC.		
Street Address:	3801 SOUTH CAPITAL OF TEXAS HIGHWAY, STE 250		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78704		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85241182	FLASH VALET	
Serial Number:	86509135	FLASHMOBILE	
Serial Number:	87213815	FLASHPARKING	
Serial Number:	88011465	FLASHPARCS	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	03/11/2022		
Total Attachments: 5			
source=Active_146270687_1_Executed IP FlashParking Release#page1.tif			

OP \$115.00 85241182

source=Active_146270687_1_Executed IP FlashParking Release#page2.tif

source=Active_146270687_1_Executed IP FlashParking Release#page3.tif

source=Active_146270687_1_Executed IP FlashParking Release#page4.tif

source=Active_146270687_1_Executed IP FlashParking Release#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June 15, 2021 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **FLASHPARKING, INC.**, a Delaware corporation (“Grantor”) with its principal place of business located at 3801 South Capital of Texas Highway, Suite 250, Austin, Texas 78704.

WHEREAS, pursuant to that certain (i) Joinder and Fifth Amendment to Amended and Restated Loan and Security Agreement dated as of April 30, 2021 (which amends that certain Amended and Restated Loan and Security Agreement dated as of April 9, 2020, by and between Arrive Mobility Inc. and Lender, previously amended by that certain Limited Waiver and First Amendment to Amended and Restated Loan and Security Agreement dated as of June 5, 2020, that certain Limited Waiver and Second Amendment to Amended and Restated Loan and Security Agreement dated as of September 24, 2020, Limited Consent and Third Amendment to Amended and Restated Loan and Security Agreement dated as of December 31, 2020, and that certain Limited Consent, Waiver, and Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of March 5, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, collectively, the “Loan Agreement”), by and between Lender and Grantor, and (ii) Intellectual Property Security Agreement dated as of April 30, 2021 by and between Lender and Grantor (the “IP Agreement”, together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

WHEREAS, the IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) on May 18, 2021 at Reel No. 7297, Frame 0199, for the trademarks listed on Schedule A attached hereto and on May 6, 2021 at Reel No. 056160, Frame No. 0001, for the patents listed on Schedule B attached hereto.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

SECTION 2. Termination and Release. Lender, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreement and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedules A and B attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor’s Intellectual Property listed on Schedules A and B, including all such right, title, and interest that Lender would retain following the release set forth in Section 2(a) above; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.


SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

SECTION 4. Electronic Signatures. This Release may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

**ESCALATE CAPITAL PARTNERS
SBIC III, LP**

By: 
Name: Simon James
Title: Manager

Address:
6300 Bridgepoint Parkway
Building 1, Suite 480
Austin, Texas 78730

SCHEDULE A

TRADEMARKS

Mark	Jurisdiction	Serial Number	Filing Date	Registration Number	Registration Date	Registered Owner
FLASH VALET	U.S.	85241182	February 14, 2011	4173811	July 17, 2012	FlashParking, Inc.
FLASHMOBILE	U.S.	86509135	January 21, 2013	4825791	October 6, 2015	FlashParking, Inc.
FLASHPARKING	U.S.	87213815	October 24, 2016	5287866	September 12, 2017	FlashParking, Inc.
FLASHPARCS	U.S.	88011465	June 22, 2018	5689481	March 5, 2019	FlashParking, Inc.
FLASH VALET	Canada	2016602	March 10, 2020	n/a	In process.	FlashParking, Inc.
FLASHMOBILE	Canada	2016608	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARKING	Canada	2016605	March 10, 2020	n/a	In process	FlashParking, Inc.
FLASHPARCS	Canada	2016600	March 10, 2020	n/a	In process	FlashParking, Inc.

SCHEDULE B

PATENTS

Title of Invention	Application Number(s)	Filing Date(s)	Patent Number(s)	Issue Date(s)	Registered Owner
ON-DEMAND BASED PRICING CAPABILITIES FOR PARKING MANAGEMENT	16/536,065	August 8, 2019	N/A	N/A	FLASHPARKING, INC.
BLUETOOTH PARKING ACCESS MANAGEMENT	16/657,700	October 18, 2019	N/A	N/A	FLASHPARKING, INC.
GATELESS PARKING ACCESS REVENUE CONTROL SYSTEM	16/739,962	January 10, 2020	N/A	N/A	FLASHPARKING, INC.
TRANSACTION VERIFICATION IN A POST-PAY PARKING FACILITY	16/788,144	February 11, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR TOUCHLESS PARKING FACILITY ENTRY	63/037,359	June 10, 2020	N/A	N/A	FLASHPARKING, INC.
METHOD AND SYSTEM FOR ADJUSTABLE HEIGHT KIOSK	63/116,628	November 20, 2020	N/A	N/A	FLASHPARKING, INC.