

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		09/28/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Movista, Inc.		
Street Address:	46040 Center Oak Plaza, Suite 160		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5402002	SOUTH49 SOLUTIONS	
Registration Number:	5466293	CAPANGO	
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:	202-776-2051		
Email:	trademarks@cooley.com		
Correspondent Name:	Colleen Wellington-Caban		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	03/15/2022		
Total Attachments: 5			
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LOAN AND SECURITY MODIFICATION AGREEMENT

This Loan and Security Modification Agreement (this "Loan and Security Modification Agreement") is entered into as of September 28, 2021, by and among WESTERN ALLIANCE BANK, an Arizona corporation ("Bank"), MOVISTA, INC., a Delaware corporation ("Movista") and SOUTH49 SOLUTIONS, INC., a Delaware corporation ("South49," together with Movista, individually and collectively "Borrower").

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by Borrower to Bank, Borrower is indebted to Bank pursuant to, among other documents, a Second Amended and Restated Loan and Security Agreement, dated November 6, 2019 by and among Borrower and Bank, as may be amended from time to time (the "Loan and Security Agreement"). The facts recited within this Loan and Security Modification Agreement are conclusively deemed to be true in accordance with California Evidence Code section 622. Capitalized terms used without definition herein shall have the meanings assigned to them in the Loan and Security Agreement.

Hereinafter, all indebtedness owing by Borrower to Bank shall be referred to as the "Indebtedness" and the Loan and Security Agreement and any and all other documents executed by Borrower in favor of Bank shall be referred to as the "Existing Documents."

2. DESCRIPTION OF CHANGE IN TERMS.

A. RELEASE OF CERTAIN INTELLECTUAL PROPERTY OF SOUTH49. Bank hereby releases its security interest and lien on South49's trademarks (SOUTH49 SOLUTIONS trademark (U.S. Registration No. 5402002), and CAPANGO trademark (U.S. Registration No. 5,466,293)). Such referenced trademarks shall no longer be included in the definition of Intellectual Property Collateral.

B. RELEASE OF CAPANGO. Immediately upon receipt by Bank of a fully executed Revenue Royalty Agreement entered into between Borrower and Capango, Inc., a Delaware corporation, Bank hereby releases its security interest and lien on Borrower's equity interest in Capango, Inc., a Delaware corporation.

C. RELEASE OF SOUTH49. Immediately upon the effectiveness of the liquidation and dissolution of South49 and the distribution of all remaining assets to Movista as its sole stockholder, by operation of law, by the filing of a Certificate of Dissolution with the Secretary of State of the State of Delaware, Bank hereby releases and discharges South49 from any further liability or obligation as a "Borrower" under the Loan Documents; provided, however, that the foregoing release and discharge shall not (i) release or otherwise change or limit any liability or obligation of any other Borrower, including Movista; or (ii) affect any liability or obligation of South49 assumed by Movista by operation of law in the dissolution of South49 (A) with respect to fraud, intentional misrepresentation, conversion of property or assets or other similar liabilities or obligations; (B) with respect to any cause of action against South49 other than pursuant to the Loan Documents; or (C) with respect to any liabilities or obligations pursuant to the Loan Documents (including, for example, indemnity obligations) that both (x) by the terms of the Loan Documents survive the payment and performance of the obligations pursuant thereto, and (y) relate to events, acts or omissions occurring prior to the effectiveness of this Loan and Security Modification Agreement.

3. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above, including (i) any intellectual property security agreements,

which shall be amended to the extent necessary to exclude any intellectual property released hereby, and (ii) the release of South49 as Borrower.

4. NO DEFENSES OF BORROWER/GENERAL RELEASE. Each Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Indebtedness. Each Borrower (“Releasing Party”) acknowledges that Bank would not enter into this Loan and Security Modification Agreement without such Releasing Party’s assurance that it has no claims against Bank or any of Bank’s officers, directors, employees or agents. Except for the obligations arising hereafter under this Loan and Security Modification Agreement, each Releasing Party releases Bank, and each of Bank’s officers, directors and employees from any known or unknown claims that such Releasing Party now has against Bank of any nature, including any claims that such Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, including but not limited to any claims arising out of or related to the Loan and Security Agreement or the transactions contemplated thereby. Releasing Party waives the provisions of California Civil Code section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Bank and its agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Loan and Security Modification Agreement and the other Existing Documents, and/or Bank’s actions to exercise any remedy available under the Existing Documents or otherwise.

5. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Indebtedness, Bank is relying upon Borrower’s representations, warranties, and agreements, as set forth in the Existing Documents. Borrower represents and warrants that, after giving effect to the waivers set forth herein and in the Existing Documents, the representations and warranties contained in the Loan and Security Agreement are true and correct as of the date of this Loan and Security Modification Agreement, and that no Event of Default has occurred and is continuing. Except as expressly modified pursuant to this Loan and Security Modification Agreement, the terms of the Existing Documents remain unchanged and in full force and effect. Bank’s agreement to modifications to the existing Indebtedness pursuant to this Loan and Security Modification Agreement in no way shall obligate Bank to make any future modifications to the Indebtedness. Nothing in this Loan and Security Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Bank and Borrower to retain as liable parties all makers and endorsers of Existing Documents, unless the party is expressly released by Bank in writing. Except as set forth herein upon satisfaction of the applicable conditions related thereto, no maker, endorser, or guarantor will be released by virtue of this Loan and Security Modification Agreement. The terms of this paragraph apply not only to this Loan and Security Modification Agreement, but also to any subsequent Loan and Security Modification Agreements.

6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; REFERENCE PROVISION. This Loan and Security Modification Agreement constitutes a “Loan Document” as defined and set forth in the Loan and Security Agreement, and is subject to Sections 11 and 12 of the Loan and Security Agreement, which are incorporated by reference herein.

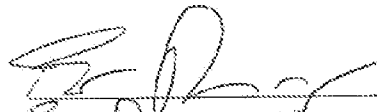
7. NOTICE OF FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Loan and Security Modification Agreement as of the date first above written.

BANK:

WESTERN ALLIANCE BANK

By: 
Name: *Byron Olinariol*
Title: *Regional Loan Officer*

BORROWER:

MOVISTA, INC.

By: _____
Name:
Title:

SOUTH49 SOLUTIONS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Loan and Security Modification Agreement as of the date first above written.

BANK:

WESTERN ALLIANCE BANK

By: _____
Name:
Title:

BORROWER:

MOVISTA, INC.

By: _____
Name: April Seggebruch
Title: Chief Strategy Officer

SOUTH49 SOLUTIONS, INC.

By: _____
Name: April Seggebruch
Title: Chief Strategy Officer