

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		03/17/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEON ONE ACQUISITION HOLDINGS, INC.		
Street Address:	1801 E. Warner Avenue, Suite 201		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	Corporation: DELAWARE		
Name:	NEON ONE, LLC		
Street Address:	1801 E. Warner Avenue, Suite 201		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	Limited Liability Company: ILLINOIS		
Name:	PFR PLATFORM, LLC		
Street Address:	1801 E. Warner Avenue, Suite 201		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	CIVICORE, LLC		
Street Address:	1801 E. Warner Avenue, Suite 201		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4315524	NEON	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	5371491	NEONRAISE
Registration Number:	4402315	Z2 SYSTEMS, INC.
Registration Number:	5787864	CIVICORE
Registration Number:	4539028	MENTORCORE

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	03/17/2022

Total Attachments: 4

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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Termination”), dated as of March 17, 2022, is made by SILICON VALLEY BANK, a California corporation (the “Grantee”), in favor of each of NEON ONE ACQUISITION HOLDINGS, INC., a Delaware corporation (“Holdings”), NEON ONE, LLC, an Illinois limited liability company (“Neon One”), PFR PLATFORM, LLC, a California limited liability company (“PFR Platform”), and CIVICORE, LLC, a Colorado limited liability company (“CiviCore” and, together with Holdings, Neon One and PFR Platform, collectively, the “Grantors” and, each, a “Grantor”).

WHEREAS, the Grantors and the Grantee are parties to (i) that certain Loan and Security Agreement, dated as of September 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), (ii) that certain Intellectual Property Security Agreement, dated as of September 24, 2019 (the “Initial IP Security Agreement”) and (iii) that certain Intellectual Property Security Agreement, dated as of September 24, 2019 (the “Supplemental IP Security Agreement”, and, together with the Initial IP Security Agreement, collectively, the “IP Security Agreements”);

WHEREAS, pursuant to the Loan Agreement and the IP Security Agreements, the Grantor, as applicable, granted to the Grantee a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined below);

WHEREAS, the Initial IP Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on September 27, 2019 at Reel 6756 and Frame 0678 and the Supplemental IP Security Agreement was recorded at the USPTO on October 16, 2019 at Reel 6772 and Frame 0352;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Intellectual Property Collateral and reassign any and all rights in the same to each applicable Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Loan Agreement or the IP Security Agreements, as applicable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. *Release of Security Interest.* The Grantee hereby terminates the IP Security Agreements and releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee in the following (collectively, the “Intellectual Property Collateral”):

- a. the Trademark registrations and Trademark applications of each Grantor referred to on Schedule A annexed hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- d. all proceeds of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof;

and reassigns and transfers to each Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Intellectual Property Collateral.

2. *Recordation.* The Grantee hereby authorizes each Grantor, or such Grantor's authorized representative(s), as the case may be, at such Grantor's sole expense, to record this Termination with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this Termination, it being understood that such recordation shall be at such Grantor's sole expense.

3. *Governing Law.* This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas.

4. *Counterparts.* This Termination may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantee has caused this Termination to be duly executed as of the date first set forth above.

Grantee:

SILICON VALLEY BANK, a California corporation

DocuSigned by:
Samantha Colletti
By: _____
Name: samantha colletti
Title: Managing Director