

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		03/21/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Headout Inc.		
Street Address:	1501 Broadway, 12th Floor, Suite 12036		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4840337	HEADOUT	
Registration Number:	5703654	HEADOUT	
Registration Number:	5722688	HEADOUT	
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:	4159848700		
Email:	mpatton@omm.com		
Correspondent Name:	Madeleine Patton / Jennifer Taylor		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Madeleine Patton		
SIGNATURE:	/Madeleine Patton/		
DATE SIGNED:	03/22/2022		
Total Attachments: 4			
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source=SVB signature to IP release agreement 3.21.22#page2.tif			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** is made as of March 21, 2022 (the "**Release**"), by and between **Headout Inc.**, a Delaware corporation ("**Grantor**") and **Silicon Valley Bank**, a California corporation ("**Lender**").

WHEREAS, Grantor is party to that certain Loan and Security Agreement with Lender, dated as of January 24, 2019 (the "**Loan Agreement**"), pursuant to which, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

WHEREAS, Grantor is party to that certain Intellectual Property Security Agreement with Lender, dated as of December 29, 2020 (the "**IP Security Agreement**"), pursuant to which, Grantor granted to Lender for its benefit a security interest in all Grantor's right, title and interest in, to and under its intellectual property (collectively, the "**Intellectual Property Collateral**"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All 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");
- (e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All 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.

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office with respect to certain trademarks registered in the United States on December 30, 2020 at Reel/Frame 7151/0048;

WHEREAS, the Lender desires to release and restore all right, title and interest in and to the Intellectual Property Collateral to Grantor, including, without limitation, those set forth on Exhibit A, attached hereto.

NOW, THEREFORE, Lender hereby terminates, releases, and discharges fully, the security interest in and lien on the Intellectual Property Collateral (including, without limitation, those set forth on Exhibit A hereto) as granted pursuant to the IP Security Agreement and any rights Lender may have in the Intellectual Property Collateral are hereby reconveyed, transferred, and assigned to the Grantor as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Lender in the Intellectual Property Collateral shall hereby cease and become void.

The Lender hereby agrees, at the sole expense of Grantor, to take such further actions and to execute such further documents as Grantor may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Intellectual Property Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

*[Signature Page
Follows]*

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

Silicon Valley Bank,
as Lender


Signature: 
Name: Belbet Elasmá
Title: Managing Director - Advisory Services

EXHIBIT A
TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner Name
HEADOUT	86547049	2/26/2015	4840337	10/27/2015	HEADOUT INC.
HEADOUT	87055332	05/31/2016	5703654	03/19/2019	HEADOUT INC.
HEADOUT	87095043	07/06/2016	5722688	04/09/2019	HEADOUT INC.