

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		04/26/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	EATSTREET, INC.		
Street Address:	316 W. Washington Avenue, Suite 725		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53703		
Entity Type:	Corporation: DELAWARE		
Name:	HUNGERHUB, LLC		
Street Address:	316 W. Washington Avenue, Suite 725		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53703		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4431395	EATSTREET	
Registration Number:	3302134	PATRONPATH	
CORRESPONDENCE DATA			
Fax Number:	2124074900		
<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:	212-407-4000		
Email:	trademarks@loeb.com		
Correspondent Name:	Peter Beardsley		
Address Line 1:	Loeb & Loeb LLP		
Address Line 2:	345 Park Avenue		
Address Line 4:	New York, NEW YORK 10154		
NAME OF SUBMITTER:	Peter Beardsley		

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SIGNATURE:	/Peter Beardsley/
DATE SIGNED:	04/26/2022
Total Attachments: 4 source=Serene IM (EatStreet) - USPTO submission - TM release (Execution Version)#page1.tif source=Serene IM (EatStreet) - USPTO submission - TM release (Execution Version)#page2.tif source=Serene IM (EatStreet) - USPTO submission - TM release (Execution Version)#page3.tif source=Serene IM (EatStreet) - USPTO submission - TM release (Execution Version)#page4.tif	

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of April 26, 2022 (the “Release”), by **WESTERN ALLIANCE BANK**, an Arizona corporation (“Lender”) in favor of **EATSTREET, INC.**, a Delaware corporation (“EatStreet”) and **HUNGERHUB, LLC**, a Delaware limited liability company (“HungerHub” and together with EatStreet, each a “Grantor” and collectively, the “Grantors”), each with its principal place of business located at 316 W. Washington Avenue, Suite 725, Madison, Wisconsin 53703. Grantors and Lender are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

Recitals

WHEREAS, pursuant to that certain (i) Loan and Security Agreement, dated as of April 22, 2021, by and among Lender, EatStreet and HungerHub (the “Loan Agreement”) and (ii) Intellectual Property Security Agreement, dated as of April 22, 2021, by and among Lender, EatStreet and HungerHub (the “Security Agreement”), Grantors granted to Lender a security interest in the trademarks and trademark registrations and applications listed on Schedule A hereto (collectively, the “Intellectual Property”).

WHEREAS, the Security Agreement was recorded with the US Patent and Trademark Office as set forth on Schedule A.

WHEREAS, Grantors having no outstanding obligations to Lender under the terms of the Loan Agreement, Lender agrees to release its security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Lender hereby represents, warrants, covenants and agrees, for the benefit of the Grantors, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein, have the meaning given to them in the Security Agreement.

2. Release of Security Interest. The Lender hereby terminates, releases, and discharges its lien and continuing security interest in all of the Grantors’ right, title and interest in, to and under the Intellectual Property, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, whether now owned or existing or hereafter acquired or arising.

3. Counterparts. This Release may be executed in any number of counterparts and by the different Parties hereto 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 of a signature page to this Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Release.

4. Further Assurances. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors’ expense, as

may be reasonably necessary to effect the release of the security interest in the Intellectual Property contemplated hereby.

5. Successors and Assigns. This Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.


6. Severability. Each provision of this Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Release shall remain in full force and effect.

[Remainder of page intentionally left blank]

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

LENDER:

WESTERN ALLIANCE BANK

By: 
Name: *William Robinson*
Title: *Sr. Vice President*

SIGNATURE PAGE TO
RELEASE OF SECURITY INTEREST