

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM724668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		04/28/2022	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Empyr Incorporated		
Street Address:	9645 Scranton Road		
Internal Address:	Suite 110		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
Name:	Figg, Inc.		
Street Address:	2561 Territorial Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5525202	EMPYR	
Registration Number:	5571201	CPR	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	6126046689		
Email:	trademark@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$65.00 5525202

ATTORNEY DOCKET NUMBER:	23349.3
NAME OF SUBMITTER:	Timothy D. Sitzmann
SIGNATURE:	/tds/
DATE SIGNED:	04/28/2022
Total Attachments: 3 source=Release of Intellectual Property Security Interest - Figg and Western Alliance#page1.tif source=Release of Intellectual Property Security Interest - Figg and Western Alliance#page2.tif source=Release of Intellectual Property Security Interest - Figg and Western Alliance#page3.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of 4/28/22 and is granted by Western Alliance Bank through its Bridge Bank division ("Lender"), who is party to the Loan Agreement (as defined below) and the related Intellectual Property Security Agreement (as defined below) in favor of Figg, Inc. ("Figg"), Empyr Incorporated ("Empyr"), and CLO Holding Company, LLC ("CLO") (Figg, Empyr, and CLO are collectively, referred to as the "Grantors").

WHEREAS, Empyr and Lender entered into that certain Business Financing Agreement dated as of August 5, 2019 (if applicable, as amended, restated, supplemented, or modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, Empyr and Lender entered into that certain Intellectual Property Security Agreement dated the 5th day of August 2019 (the "Intellectual Property Security Agreement") pursuant to which Empyr granted and pledged to Lender a security interest in Empyr's rights, title and interest in and to Empyr's intellectual property, including those identified in the attached Exhibit A, which was recorded with the U.S. Patent and Trademark Office ("USPTO") on August 9, 2019 at Reel 006716, Frame 0696;

WHEREAS, Empyr assigned its rights in and to the Collateral (defined below) to Figg, and the Grantors entered into that certain Loan Assignment [and] Assumption agreement dated the 20th day of April, 2020;

WHEREAS, the obligations secured in connection with the Loan Agreement and the Intellectual Property Security Agreement have been paid in full or otherwise satisfied; and

WHEREAS, Lender has agreed to terminate and release its security interest and all of its right, title and interest in the Intellectual Property Collateral (as defined below), as herein provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

Lender hereby releases and terminates, without recourse, representation or warranty, any and all of its interest that it has pursuant to the Intellectual Property Security Agreement in any and all right, title and interest of the Grantors and releases and, if applicable pledges and grants back, to the Grantors any and all right, title and interest that Lender may have in and to Grantors' the Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement") including, without limitation, (a) any and all copyright rights, copyright applications, copyright registrations, and like protections; (b) any and all trade secrets and intellectual property rights in computer software and computer software products; (c) any and all design rights; (d) all patents, patent applications, and like protections; (e) any trademark and servicemark rights, whether registered or not, associated applications and registration, and the entire goodwill of the business connected with the use of, and symbolized by, each such trademark and servicemark; (f) any and all mask works or similar protections; and (g) in connection with any of the foregoing, any and all licenses, claims for damages, income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Lender authorizes the recording officer in the USPTO to cancel and release these security interests of record.

[SIGNATURE ON NEXT PAGE]

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

WESTERN ALLIANCE BANK, an Arizona corporation

By: Darin Cunningham

Print Name: Darin Cunningham

Print Title: Vice President