

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Funding 1, LLC	FORMERLY Trinity Capital Fund III, L.P.	12/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Figg, Inc.		
Street Address:	2561 Territorial Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	Corporation: DELAWARE		
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		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	97074749	FIGG FOR BUSINESS	
Registration Number:	3925262	PREWARDS	
Registration Number:	4043006	MYPREWARDS	
Registration Number:	3825655	EDO	
Registration Number:	3493667	PREWARDS	
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>			

OP \$190.00 97074749

Phone: 6126046689
Email: tsitzmann@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

ATTORNEY DOCKET NUMBER: 23349.3

NAME OF SUBMITTER: Timothy D. Sitzmann

SIGNATURE: /TDS/

DATE SIGNED: 05/05/2022

Total Attachments: 3

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“Release”) is made and effective as of December 21, 2020 and is granted by Trinity Funding 1, LLC (“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., Empyr Incorporated (“Empyr”), and CLO Holding Company, LLC (collectively, “Grantors”):

WHEREAS, Empyr and Trinity Capital Fund III, L.P. (“TCF III”) entered into that certain Master Loan and Security Agreement dated as of March 31, 2018 (as amended, restated, supplemented, or modified from time to time, the “2018 Agreement”);

WHEREAS, TCF III assigned its interest in the Loan Agreement to Trinity Funding III, LLC (“Trinity Funding III”) on January 13, 2020, which entity was subsequently merged into Lender on January 16, 2020, with Lender the surviving entity;

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

WHEREAS, in connection with the Loan Agreement, Grantors and Lender entered into that certain Amended and Restated Intellectual Property Security Agreement dated the 22nd day of April 2020 (the “Intellectual Property Security Agreement”) pursuant to which Grantors granted and pledged to Lender a security interest in Grantors’ rights, title and interest in and to Grantors’ intellectual property, including those identified in the attached Exhibit A, which was recorded with the U.S. Patent and Trademark Office (“USPTO”) on May 4, 2020 at Reel 006929, Frame 0246;

WHEREAS, the obligations secured by said security interest 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.

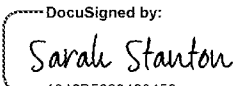
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby states as follows:

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.

TRINITY FUNDING 1, LLC

By:  _____
1846B5839493453

Print Name: Sarah Stanton

Print Title: Officer for the Managing Member

EXHIBIT A**TRADEMARKS**

Trademark	Serial / Reg. No.	Jurisdiction
FIGG FOR BUSINESS	97074749	U.S.
FIGG	88847355	U.S.
PREWARDS	3925262	U.S.
MYPREWARDS	4043006	U.S.
EDO	3825655	U.S.
PREWARDS	3493667	U.S.
EMPYR	5525202	U.S.
CPR	5571201	U.S.
CPIR	87209576	U.S.
MEAL FOR A MEAL	85419450	U.S.
MOGL	4114978	U.S.

PATENTS

Patent Title	Patent / App. No.	Jurisdiction
Consumer rewards platform featuring variable cash back rewards based on time of day	14/606,998	U.S.
Methods for providing digital incentives including a digital incentives switch for matching transactions and incentives	8,799,065	U.S.
Card linked offer trafficking	14/511,599	U.S.
Card-linked offer based on deal construct	14,290,617	U.S.

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