

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733606

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK, NATIONAL ASSOCIATION		06/08/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	InMoment, Inc.
Street Address:	10355 S. Jordan Gateway, Suite 600
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095
Entity Type:	Corporation: UTAH
Name:	Empathica Inc.
Street Address:	10355 S. Jordan Gateway, Suite 600
City:	South Jordan
State/Country:	UTAH
Postal Code:	84095
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4786854	INMOMENT
Registration Number:	4787100	EXPERIENCE HUB
Registration Number:	4604631	OPENTELL
Registration Number:	4448511	SAMPLE SIZE OF ONE
Registration Number:	5466864	ACTIVE LISTENING
Registration Number:	4382241	EMPATHICA
Registration Number:	4382240	EMPATHICA
Registration Number:	4279280	GORECOMMEND

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1707763 TM Rel 1

NAME OF SUBMITTER: John Kline

SIGNATURE: /John Kline/

DATE SIGNED: 06/09/2022

Total Attachments: 6

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Release”) is made as of this 8th day of June 2022, by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent (“Agent”), in favor of INMOMENT, INC., a Utah corporation (“InMoment”), and EMPATHICA INC., a Delaware corporation (“Empathica”, together with InMoment, each a “Grantor” and collectively the “Grantors”).

WHEREAS, Grantors entered into a certain Intellectual Property Security Agreement with Agent, dated May 10, 2019, notice of which was recorded with the United States Patent and Trademark Office on May 15, 2019, at reel/frame 006646/0135, and at reel/frame 049185/0847 (the “IP Security Agreement”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

WHEREAS, Grantors granted to Agent, under the terms of the IP Security Agreement, a security interest in favor of Agent, in and to all of their right, title and interest in and to the IP Collateral, including without limitation the Trademarks listed in Schedule 1 (the “Trademarks”), the Patents listed in Schedule 2 (the “Patents”), and the Copyrights listed in Schedule 3 (the “Copyrights”, and together with the Trademarks and the Patents, collectively the “IP Collateral”).

WHEREAS, Agent has agreed to terminate and release its security interest in all such IP Collateral as herein provided.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Agent hereby releases, terminates and discharges its security interest in the IP Collateral listed on the schedules attached hereto and made a part hereof, and

assigns, transfers and conveys to Grantors any interest in such IP Collateral, including the security interest.

If and to the extent the Agent has acquired any right, title or interest in, to or under any of the IP Collateral, without any representation, recourse or undertaking by the Agent, it hereby irrevocably reassigns and retransfers all such right, title and interest to the Grantor.

This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

[Signature Page Follows]

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

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Benjamin Denkin
Name: Benjamin Denkin
Title: Senior Vice President