OP \$115.00 86287627

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	REVIEW TRACKERS, 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: 4

Property Type	Number	Word Mark
Serial Number:	86287627	REVIEWTRACKERS
Serial Number:	88507303	REVIEWTRACKERS
Serial Number:	88507355	REVIEWTRACKERS
Serial Number:	88507427	RT

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.

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Stewart Walsh **Correspondent Name:**

Address Line 1: 1025 Connecticut Ave NW, Suite 712

COGENCY GLOBAL Inc. Address Line 2: Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1707763 TM Rel W
NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	06/09/2022

Total Attachments: 4

TRADEMARK REEL: 007747 FRAME: 0712

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release"), is dated as of June 8, 2022, and made by WEBSTER BANK, NATIONAL ASSOCIATION (successor by merger to Sterling National Bank), a national banking association ("Lender"), in favor of REVIEW TRACKERS, INC., a Delaware corporation ("Grantor").

RECITALS

WHEREAS, pursuant to that certain (i) Loan and Security Agreement, dated as of August 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Grantor and Sterling National Bank, and (ii) Intellectual Property Security Agreement, dated as of August 31, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") made by Grantor in favor of Sterling National Bank, a security interest was granted by Grantor in certain collateral, including all right, title and interest of Grantor in, to and under all owned and thereafter acquired IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on September 2, 2021 at Reel 7411, Frame 0657; and

WHEREAS, Lender now desires to terminate and release the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, Lender hereby states as follows:

- 1 <u>Definitions</u>. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. The term "<u>IP Collateral</u>" as used herein, shall mean all of Grantor's right, title and interest of every kind and nature as of the date hereof in the following:
 - (1) all trademark registrations and trademark applications for registration, including, without limitation, each trademark registration and trademark application for registration referred to in <u>Schedule 1</u> annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith; and
 - (2) all products and proceeds of the foregoing item (3), including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof.
- 2 Release of Security Interest. Lender does hereby terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement and the IP Security Agreement in the IP Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Lender in the IP Collateral.

- 3 <u>Recordation</u>, Lender and Grantor authorize the Commissioner for Trademarks and any other governmental officials to record and register this Release upon request by Grantor.
- 4 Governing Law. THIS RELEASE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.
- 5 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND GRANTOR EACH IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS RELEASE, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS RELEASE.
- 6 <u>Counterparts</u>. This Release may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Release by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Release.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by its authorized officer as of the date first written above.

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

Name: John B. Hoesley

Title: Senior Managing Director

DEBTOR:

REVIEW TRACKERS, INC.

By: Christopher Campbell

Title: Chief Executive Officer

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SCHEDULE 1

TRADEMARKS

<u>Mark</u>	Jurisdiction	App. No.	Filing Date	Reg. Date	Reg. Number
REVIEWTRACKERS and Design ReviewTrackers	US	86287627	05-21-2014	01-27-2015	4678083
REVIEWTRACKERS	US	88507303	07-10-2019	01-21-2020	5966340
REVIEWTRACKERS and Design reviewtrackers	US	88507355	07-10-2019	07-21-2020	6105250
RT and Design	US	88507427	07-10-2019	07-21-2020	6105251

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RECORDED: 06/09/2022