

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742222

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900695446		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARTNERS FOR GROWTH VI, L.P.		05/19/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Capital Management, LLC		
Street Address:	7033 East Greenway Parkway		
Internal Address:	Suite 310		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85254		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86492670	PRJKT RUBY	
Serial Number:	86492675	PROJECT RUBY	
Serial Number:	86492680	TAKE1GIVE1	
CORRESPONDENCE DATA			
Fax Number:	4154657308		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG6-UPSCRIPT		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg2/		
DATE SIGNED:	07/19/2022		

Total Attachments: 2

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Phoenix Capital Management, LLC, an Arizona limited liability company (“*Grantor*”), is the owner of record of the trademarks listed on the attached Exhibit 1, issued or pending in the United States Patent and Trademark Office (the “*Trademarks*”); and

WHEREAS, Grantor entered into that certain Intellectual Property Security Agreement and related Trademark Collateral Agreement and Notice dated as of November 8, 2021 (the “*Trademark Agreement*”), between the Grantor and Partners for Growth VI, L.P. (“*Secured Party*”), a true and correct copy of which was recorded as a conveyance for security by the United States Patent and Trademark Office on November 8, 2021;

WHEREAS, the monetary obligations giving rise to the assignment have repaid and Secured Party desires to release its security interest in the Trademarks and terminate the Trademark Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. Releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Agreement in the trademarks and applications more fully described on Exhibit 1, without recourse or representation or warranty, express or implied; and
2. Releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Trademark Agreement in the trademarks and applications more fully described on Exhibit 1, without recourse or representation or warranty, express or implied; and
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks to be signed by its duly authorized representative as of May 19, 2022.

“*Secured Party*”

Partners for Growth VI, L.P.

By:  _____

Name: Geoff Allen

Title: Manager, Partners for Growth VI, LLC
its General Partner

EXHIBIT 1

PHOENIX CAPITAL MANAGEMENT, LLC

Trademark Schedule

Trademark/Service Mark	Country	Reel / Frame	Filing Date	Reg. / Serial No.	Reg. Date
PRJKT RUBY	USA	7487 / 0126	12/30/2014	5428711 86/492,670	3/20/2018
PROJECT RUBY	USA	7487 / 0126	12/30/2014	5428712 86/492,675	3/20/2018
TAKEIGIVEI	USA	7487 / 0126	12/30/2014	5064881 86/492680	10/18/2016