

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/06/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pencil and Pixel, Inc.		
Street Address:	340 Brannan Street, Suite 500		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5237702	MODSY	
Registration Number:	5943669		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-6538		
Email:	TMDocket@mofo.com		
Correspondent Name:	Jennifer Lee Taylor, Morrison & Foerster		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	61527.15		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	07/07/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is dated and effective as of July 6, 2022 by Silicon Valley Bank ("*Bank*"), in favor of Pencil and Pixel, Inc. (the "*Grantor*").

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement, dated as of February 28, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Agreement*"), granting and pledging to Bank a security interest in certain Patents, Trademarks and other Intellectual Property Collateral described therein (in each case as defined in the Agreement), including without limitation the right to sue for past, present and future infringements and other rights described therein, together with all proceeds and products of the foregoing. Capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement.

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office ("*USPTO*") (i) on February 28, 2020, at Reel 051967, Frame 0397 and again on November 17, 2021, at Reel 058138, Frame 0141, in respect of the Patents, and (ii) on February 28, 2020, at Reel 6878, Frame 0531, in respect of the Trademarks.

WHEREAS, Grantor has requested that Bank hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Patents, Trademarks and other Intellectual Property Collateral as herein provided; and

WHEREAS, Grantor has requested that Bank provide a document suitable for recording with the USPTO to evidence the release of Bank's security interests in and liens on such Intellectual Property Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby:


1. terminates the Agreement and releases, terminates and discharges fully all liens and security interests in Grantor's right, title and interest in, to and under the Intellectual Property Collateral, and all goodwill associated therewith, including without limitation the Patents defined in Schedule I hereto and the Trademarks identified in Schedule II hereto; and
2. authorizes and requests that this Termination and Release be recorded with the USPTO.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SILCON VALLEY BANK

By: 
Name: Bellet Eliasnia
Title: Managing Director – Advisory Services


SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Patents

Description	Registration /Application Number; Registration/ Application Date	Owner	Secured Party; Recording Info
Modeling indoor scenes based on digital images	10,026,218; 07/17/2018	Pencil and Pixel, Inc.	Silicon Valley Bank; recorded 02/28/2020, Reel 051967 / Frame 0397
MODELING INDOOR SCENES USING MEASUREMENTS CAPTURED USING MOBILE DEVICES	17/333,296 05/28/2021	Pencil and Pixel, Inc.	Silicon Valley Bank; recorded 11/17/2021, Reel 058138 / Frame 0141

SCHEDULE II
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

Trademarks

Trademark	Registration /Application Number; Registration/ Application Date	Owner	Secured Party; Recording Info
	5943669; 12/24/2019	Pencil and Pixel, Inc.	Silicon Valley Bank; Recorded 02/28/2020, Reel 6878, Frame 0531
MODSY	5237702; 07/04/2017	Pencil and Pixel, Inc.	Silicon Valley Bank; Recorded 02/28/2020, Reel 6878, Frame 0531