

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745795

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900698103		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Point Capital Partners III, L.P.		06/01/2022	Limited Partnership:
RECEIVING PARTY DATA			
Name:	InCrowd, Inc.		
Street Address:	480 PLEASANT STREET		
City:	WATERTOWN		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4399580	INCROWD	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	luis.moreau@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP / Luis Moreau		
Address Line 1:	300 N LaSalle Dr		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	49764-7		
NAME OF SUBMITTER:	Luis Moreau		
SIGNATURE:	/Luis Moreau/		
DATE SIGNED:	08/04/2022		
Total Attachments: 3			
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INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT (this “*Release*”) is made as of June 1, 2022, by Balance Point Capital Partners III, L.P., in its capacity as administrative agent for itself and the other Lenders (in such capacity, “*Agent*”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Intellectual Property Security Agreement (as defined below).

WITNESSETH:

WHEREAS, InCrowd, Inc., a Delaware corporation (“*Grantor*”), was party to that certain Security Agreement, dated as of July 2, 2020 (the “*Security Agreement*”) and the Intellectual Property Security Agreement, dated as of July 2, 2020, in favor of Agent (the “*Intellectual Property Security Agreement*”), pursuant to which Grantor granted to Agent for the benefit of the Secured Parties a Lien on and security interest (the “*Security Interest*”) in the Intellectual Property Collateral, including the Intellectual Property Collateral listed on the attached Schedule A;

WHEREAS, the Intellectual Property Security Agreement was recorded by the United States Patent and Trademark Office on July 2, 2020, at Reel 6989, Frame 0486;

WHEREAS, Grantor has requested that Agent release its Security Interest in the Intellectual Property Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release Agent’s Security Interest in the Intellectual Property Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby (i) fully releases, discharges, terminates and cancels the Security Interest in the Intellectual Property Collateral, (ii) reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent’s right, title and interest in and to the Intellectual Property Collateral and (iii) terminates the Intellectual Property Security Agreement.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Intellectual Property Collateral) is hereby authorized to record this Release in the United States Patent and Trademark Office.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

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

BALANCE POINT CAPITAL PARTNERS III, L.P.,
as Agent

By: Balance Point Capital Managers III, LLC
Its: General Partner

By: Seth W. Alvord [Signature]
Name: Seth W. Alvord
Title: Managing Partner

SCHEDULE A

Intellectual Property Collateral

(a) U.S. Federal Trademark Registrations

Mark	Owner	Registration No.	Registration Date
INCROWD	InCrowd, Inc.	4399580	9/10/13