

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749613

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalate Capital Partners SBIC III, LP		08/16/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Colloquy, LLC		
Street Address:	c/o Everspring Inc., 200 West Jackson Boulevard		
Internal Address:	Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3819567	COLLOQUY	
Registration Number:	4493699	COLLOQUY 360° METHODOLOGY	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/William L. Bartow/		
DATE SIGNED:	08/18/2022		
Total Attachments: 3			
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source=Active_163198960_1_[Everspring] Termination and Release of Security Interest in IP (Colloquy)#page2.tif			

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of August 16, 2022 (“Release”), is made by **ESCALATE CAPITAL PARTNERS SBIC III, LP**, a Delaware limited partnership (“Lender”), in favor of **COLLOQUY, LLC**, a Delaware limited liability company (“Grantor”) with its principal place of business located at c/o Everspring Inc., 200 West Jackson Boulevard, Suite 1600, Chicago, Illinois 60606.

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated April 19, 2016, by and among Lender, Grantor and Everspring Inc. (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”), and (ii) Intellectual Property Security Agreement – Colloquy dated as of April 19, 2016 by and between Lender and Grantor (the “IP Agreement”) and together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

WHEREAS, the IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) on April 20, 2016 at Reel No. 5774, Frame No. 0506, for the trademarks listed on Schedule A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

SECTION 2. Termination and Release. Lender, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreements and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor’s Intellectual Property listed on Schedule A, including all such right, title, and interest that Lender would retain following the release set forth in Section 2(a) above; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.


SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

SECTION 4. Electronic Signatures. This Release may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

**ESCALATE CAPITAL PARTNERS
SBIC III, LP**

By:  _____

Name: Simon James

Title: Manager

Address:

6300 Bridgepoint Parkway

Building 1, Suite 480

Austin, Texas 78730

SCHEDULE A

TRADEMARKS

Grantor	Mark	Filing Date and Serial Number	Registration Date and Number
Colloquy	COLLOQUY	<u>Filing Date:</u> May 22, 2009 <u>Serial Number:</u> 77743238	<u>Registration Date:</u> July 13, 2010 <u>Registration Number:</u> 3819567
	COLLOQUY 360° METHODOLOGY	<u>Filing Date:</u> February 11, 2013 <u>Serial Number:</u> 85846299	<u>Registration Date:</u> March 11, 2014 <u>Registration Number:</u> 4493699