# 5831556

ETAS ID: TM750060

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		08/19/2022	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Dialexa, LLC	
Street Address:	2200 Commerce St.	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	Limited Liability Company: TEXAS	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	5831556	DIALEXA
Registration Number:	6175705	DESIGNING FOR BUSINESS OUTCOMES
Registration Number:	6169947	
Serial Number:	87928480	V-SHAPED PEOPLE

# **CORRESPONDENCE DATA**

Fax Number: 9498519348

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: 949-851-0633

sbro@mwe.com, kdelcoure@mwe.com, Email:

IPDocketOrangeCounty@mwe.com

**Correspondent Name:** Sarah E. Bro

Address Line 1: McDermott Will & Emery LLP Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:Sarah E. BroSIGNATURE:/sarah e. bro/	
SIGNATURE: /sarah e. bro/	
<b>DATE SIGNED:</b> 08/19/2022	

**Total Attachments: 4** 

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is dated as of August 19, 2022, by **SILICON VALLEY BANK**, a California corporation ("Bank").

WHEREAS, **DIALEXA, LLC**, a Texas limited liability company ("<u>Grantor</u>") and Bank are party to a certain Amended and Restated Loan and Security Agreement dated as of October 31, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Loan Agreement</u>");

WHEREAS, in connection with the Loan Agreement, Grantor executed and delivered that certain Intellectual Property Security Agreement, dated as of October 31, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement," and together with the Loan Agreement, the "Security Documents");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on November 1, 2018, at Reel 6472, Frame 0241; and

WHEREAS, in connection with the payment in full of the obligations under the Loan Agreement and termination of the security interests securing such obligations pursuant to a pay-off letter dated as of February 10, 2020 from Bank, Grantor has requested that Bank release its security interests in the Intellectual Property Collateral (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement) listed on <u>Schedule I</u> hereto.

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

- 1. RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Bank, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Agreement and fully and irrevocably discharges, releases and terminates any and all security interests that it has or had pursuant to the Security Documents in any and all right, title, and interest that they may have in, to and under the Intellectual Property Collateral (as defined in the Security Agreement), including all Copyrights, trade secrets, computer software and computer software products, Patents, Mask Works, and the following:
  - (a) all of its Trademarks including those referred to on Schedule I;
  - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.
- 2. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Documents. This Release shall be subject to the rules of construction set forth in the Security Documents, which rules of construction are incorporated herein by this reference, mutatis mutandis

- 3. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER PROVISION. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN THE SECURITY DOCUMENTS, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.
- 4. <u>FURTHER ASSURANCES</u>. Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature page follows]

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

SILIC	ON VALLEY BANK
	-Docusigned by: Branch Branch
Name:	Brian Brown
Title:	Managing Director
-	

Signature Page to TMSA Termination

**RECORDED: 08/19/2022** 

# **Schedule I to Termination and Release of Security Interest in Trademarks**

Trademark Registration No. Application No.
DIALEXA
RN: 5831556 SN: 88/039,382
DESIGNING FOR BUSINESS OUTCOMES
RN: 6175705 SN: 88/039,377
Miscellaneous Design
RN: 6169947 SN: 88/039,368
V-SHAPED PEOPLE
RN: None SN: 87/928,480