

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley bank		09/30/2022	National Banking Association:
RECEIVING PARTY DATA			
Name:	Prolifig Software Inc.		
Street Address:	9725 SW Beaverton-Hiillsdale Hwy, suite 115		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97005		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4262283	PROLIFIQ	
Registration Number:	3049732	PROLIFIQ	
Registration Number:	3739712	P PROLIFIQ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8054566735		
Email:	mark@dtlawpartners.com		
Correspondent Name:	DT Law Partners LLP		
Address Line 1:	125 East Victoria St. Suite I		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	10/04/2022		
SIGNATURE:	/markdepaco/		
DATE SIGNED:	10/04/2022		
Total Attachments: 8			
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TRADEMARK

REEL: 007860 FRAME: 0098

RELEASE OF COLLATERAL

September 30, 2022

Prolifiq Software Inc., an Oregon corporation fka H2F Media Inc (“**Borrower**”), Flow Capital Corp., (“**Lender**”) and certain co-lenders of Lender (collectively, with Lender the “**Lender Parties**”) are entering into a senior loan and security agreement and transaction (the “**Transaction**”) under which the Lender Parties will make certain loan proceeds available to Borrower (“**Loan Agreement**”).

The Loan Agreement contemplates and requires that Lender receive at closing of the Loan Agreement, a senior first position security interests in all of the collateral of Borrower (as such collateral defined in the Loan Agreement). Pursuant to a Loan and Security Agreement and certain Intellectual Property Security Agreements dated on or around December 15, 2002, by and between the undersigned (“**Secured Party**”) and Borrower (“**SVB Loan Agreements**”), the Secured Party was granted a security interest in all of Borrower’s right, title and interest in and to Borrower’s collateral, as such collateral was defined in the SVB Loan Agreements, including without limitation the intellectual property collateral listed on Exhibit A, B, C and D hereof.

To facilitate the Transaction, and for good and valuable consideration, the Secured Party hereby (a) irrevocably releases any lien, security interest, and/or other interest granted to the Secured Party pursuant to the SVB Loan Agreements or any related agreement, instrument, or document and (b) irrevocably terminates the SVB Loan Agreements and any related agreements, instruments, or other documents (including, without limitation, any proxy), and releases Borrower from any obligations thereunder.

Secured Party hereby authorizes Borrower or any of its designees to prepare and file Uniform Commercial Code financing statement terminations, in any and all applicable jurisdictions, with respect to any recorded financing statements (in respect of any collateral) naming Borrower as the debtor and the Secured Party as the secured party, including, without limitation, the release of the patent and trademark security interests with the United States Patent and Trademark Office (and any other applicable jurisdiction) attached hereto as Exhibit E.

Upon reasonable request by Borrower, the Secured Party will execute and deliver any and all agreements, instruments, or other documents necessary in order to effectuate the termination of the rights of the Secured Party under the SVB Loan Agreements and/or any related documents.

The authorization and release hereunder may not be amended without the express written consent of Lender, which shall be an express third-party beneficiary hereof.

This release may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. This letter agreement shall be governed by and construed in accordance with the laws (without giving effect to conflicts of laws principles) of the State of Delaware.

Silicon Valley Bank

By: 

Name: Jane Ullman

Title: Managing Director

Date: September 30, 2022

Exhibit E
USPTO Filings

[Attached]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and H2F Media, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

PATENT

Address of Grantor:

15800 SW Upper Boones Ferry Road, Suite
120
Lake Oswego, OR 97035

Attn: HEMINGWAY HENRY

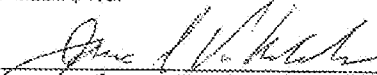
Address of Bank:

11000 SW Stratus, Ste. 170
Beaverton, OR 97008-7113

Attn: Bruce Helberg

GRANTOR:

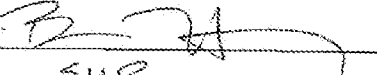
H2F MEDIA, INC.

By: 

Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: 

Title: S.V.P.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

PATENT

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>FACILITATED THIRD-PARTY COMMUNICATION</i>	20140250186 14191378	09/04/2014 02/26/2014
<i>SYSTEM FOR MULTI-POINT PUBLICATION SYNDICATED</i>	20140208391 13841982	07/24/2014 03/15/2013
<i>DEDICATED MESSAGE CHANNEL</i>	20120215863 13399946	08/23/2012 02/17/2012
<i>ADAPTIVE MEDIA MESSAGING, SUCH AS FOR RICH MEDIA MESSAGES INCORPORATING DIGITAL CONTENT</i>	20110302258 13152928	12/08/2011 06/03/2011
<i>TRACKING DIGITAL CONTENT OBJECTS</i>	20110208821 13032461	08/25/2011 02/22/2011
<i>ADAPTIVE ELECTRONIC MESSAGING</i>	20100235457 12728085	09/16/2010 03/19/2010
<i>ADAPTIVE ELECTRONIC MESSAGING</i>	8296378 US20100235457 12728085	10/23/2012 03/19/2010
<i>ADAPTIVE MEDIA MESSAGING, SUCH AS FOR RICH MEDIA MESSAGES INCORPORATING DIGITAL CONTENT</i>	8171077 13152928	05/01/2012 06/03/2011
<i>ADAPTIVE ELECTRONIC MESSAGING</i>	7707317 US20050060381 10976057	04/27/2010 10/27/2004
<i>ELECTRONIC MESSAGE MANAGEMENT</i>	7634556 US20060168064 11296587	12/15/2009 12/06/2005
<i>ADAPTIVE MEDIA MESSAGING, SUCH AS FOR RICH MEDIA MESSAGES INCORPORATING DIGITAL CONTENT</i>	7966374 US20040019648 10611698	06/21/2011 01/29/2004 06/30/2003

PATENT

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PROLIFIQ	4262283 85426088	12/18/2012 09/19/2011
<i>PROLIFIQ</i>	3049732 78504611	01/24/2006 10/22/2004
<i>ADAPTIVE MEDIA</i>	3528991 78299466	11/04/2008 09/11/2003
<i>P PROLIFIQ</i>	3739712 77762219	01/19/2010 06/17/2009

PATENT

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

none

PATENT