

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espresso Capital Ltd.		10/12/2022	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Zype Inc.		
Street Address:	450 Bedford Street		
Internal Address:	Suite 2200		
City:	Lexington		
State/Country:	MASSACHUSETTS		
Postal Code:	02420		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3978549	ZYPE	
Registration Number:	5279679	ZYPE MEDIA	
Registration Number:	5283846	ZYPE	
Registration Number:	5527697	VIDEOMETA	
CORRESPONDENCE DATA			
Fax Number:	2147467777		
<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:	2147467700		
Email:	juan.arias@weil.com		
Correspondent Name:	Angela Estrada		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201-6950		
ATTORNEY DOCKET NUMBER:	A. Estrada - 19706.0003		
NAME OF SUBMITTER:	Angela Estrada		
SIGNATURE:	/Angela Estrada/		
DATE SIGNED:	10/12/2022		

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Total Attachments: 4

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 12, 2022 (this "*Termination and Release*"), from Espresso Capital Ltd. ("*Espresso*") to Zype Inc., a Delaware corporation, whose address is 145 West 28th Street, 4th Floor, New York, NY 10001 ("*Borrower*"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement referred to below.

A. Reference is made to (i) the Loan Facility and Security Agreement dated as of October 21, 2020 (as it may have been amended, restated or modified or otherwise supplemented from time to time prior to the date hereof, the "*Loan Agreement*"), among Borrower and Espresso, and (ii) the Intellectual Property Security Agreement dated as of October 21, 2020 (as amended, modified or supplemental from time to time prior to the date hereof, the "*Intellectual Property Security Agreement*"), made by Borrower in favor of Espresso (together with the Loan Agreement, the "*Security Agreements*").

B. Pursuant to the Loan Agreement, Borrower executed the Intellectual Property Security Agreement, and, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Loan Agreement), granted Espresso a lien on and security interest in all of its right, title and interest in, to and under (i) its Trademarks and Trademark applications listed on Exhibit A hereto, recorded with the U.S. Patent and Trademark Office on October 23, 2020 at Reel/Frame 7084/0790, and (ii) its Patent and Patent applications listed on Exhibit A hereto, recorded with the U.S. Patent and Trademark Office on October 23, 2020 at Reel/Frame 54155/0589, in each case solely to the extent the same constitute Collateral (collectively, the "*Intellectual Property*").

C. In connection with the repayment in full of all principal, interest, fees and other amounts outstanding under the Loan Agreement, and the release of security interests under the Loan Documents, Borrower has informed Espresso of its desire to obtain the release of all right, title and interest of Espresso, [for the benefit of the Secured Parties,] in, to and under the Intellectual Property granted under the Intellectual Property Security Agreement.

D. Espresso releases all of its right, title and interest in, to and under the following (the "*Collateral*"):

- (a) all its patents and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent, including, without limitation, those referred to in the Exhibit A attached to this Termination and Release;
- (b) all reissues, re-examinations, continuations, continuation-in-part, divisionals, renewals and extensions of the foregoing patents; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing patents, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

and/or

- (a) all its trademarks and intellectual property licenses providing for the grant by or to such Borrower of any right under any trademark, including, without limitation, those referred to in Exhibit A attached to this Termination and Release;
- (b) all renewals and extensions of the foregoing trademarks;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

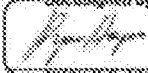
Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Espresso does hereby terminate, release, cancel, relinquish and discharge any and all liens and security interests it has in, to and under in the Intellectual Property, and reassigns, retransfers and reconveys all right, title and interest it has in, to and under the Intellectual Property to Borrower. At the request and sole expense of Borrower, Espresso shall execute and deliver to Borrower such further documents as Borrower shall reasonably request to evidence the release of Espresso's lien on and security interest in, to and under the Intellectual Property. This Termination and Release and any further documents, and the performance of any actions by Espresso hereunder or thereunder, are made without representation or warranty by, or recourse to, Espresso [or any other Secured Party].

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

ESPRESSO CAPITAL LTD.

By  _____
Name: Ryan Hayes
Title: General Counsel

Schedule I**Patents**

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Zype Inc.	Patent	10,200,758	05-Feb-19
Zype Inc.	Patent Application	16/266,876	04-Feb-19
Zype Inc.	Provisional Patent application	62/133,099	13-Mar-15

Trademarks

Owner	Trademark / Trademark Application	Registration No.	Issue Date / Application Date
Zype Inc.	ZYPE	3,978,549	14-June-11
Zype Inc.	ZYPE MEDIA	5,279,679	05-Sep-17
Zype Inc.	ZYPE	5,283,846	12-Sep-17
Zype Inc.	VIDEOMETA	5,527,697	31-Jul-18

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