

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		10/13/2022	Corporation: CALIFORNIA
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:	10/14/2022		

CH \$115.00 3978549

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 13, 2022 (this “*Termination and Release*”), from Silicon Valley Bank under the Loan and Security Agreement referred to below (“*Bank*”), to Zype Inc., a Delaware corporation, whose address is 145 West 28th Street, 4th Floor, New York, NY 10001 (“*Grantor*”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan and Security Agreement referred to below.

A. Reference is made to (i) the Loan and Security Agreement dated as of October 20, 2017 (as the same may from time to time have been amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “*Loan Agreement*”), among Grantor and Bank, and (ii) the Intellectual Property Security Agreement dated as of October 22, 2020 (as amended, modified or supplemental from time to time prior to the date hereof, the “*Intellectual Property Security Agreement*”), made by Grantor in favor of Bank (together with the Loan Agreement, the “*Security Agreements*”).

B. Pursuant to the Loan Agreement, Grantor 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 Bank 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 7084/0098, 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 54189/0419, 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, Grantor has informed Bank of its desire to obtain the release of all right, title and interest of Bank, in, to and under the Intellectual Property Collateral granted under the Intellectual Property Security Agreement.

D. Bank releases all of its right, title and interest in, to and under the following (the “*Intellectual Property Collateral*”):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “*Copyrights*”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit A attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit A attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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, Bank 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 Grantor. At the request and sole expense of Grantor, Bank shall execute and deliver to Grantor such further documents as Grantor shall reasonably request to evidence the release of Bank'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 Bank hereunder or thereunder, are made without representation or warranty by, or recourse to, Bank.

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

BANK:

SILICON VALLEY BANK

DocuSigned by:



By

1121136A81F24D0

Name: Melseda Hoxha

Title: Vice President

[Signature Page to Intellectual Property Release Agreement (Silicon Valley Bank)]

Exhibit A**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