

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CROWDOUT CAPITAL LLC		11/09/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	CUBEX LLC		
Street Address:	3801 E. ROESER RD., #16		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85040		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90310606	MYZIMBIS	
Serial Number:	88960448	INYO	
Serial Number:	88955931	PAWPASS	
Serial Number:	88944703	LABPASS	
Serial Number:	88935121	SMILEPASS	
Serial Number:	88918214	BUDPASS	
Registration Number:	6179316	ZIMBIS	
Registration Number:	6158405	QBUD	
Registration Number:	5547221	QBUY	
Registration Number:	4918686	QLOCK	
Registration Number:	4440210	CUBEXRX	
Registration Number:	4443718	QBUD	
Registration Number:	3647165	CUBEX	
Registration Number:	3601348	CUBEX	
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>			

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Phone: 858-509-4071
Email: sdipdocket@pillsburylaw.com
Correspondent Name: Michelle L. Mehok
Address Line 1: 11682 El Camino Real, Suite 200
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER: Michelle L. Mehok

SIGNATURE: /michelle mehok/

DATE SIGNED: 11/09/2022

Total Attachments: 4

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THIS RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “*Release*”) is made as of November 9, 2022, between CUBEX LLC, an Arizona limited liability company (“*Borrower*”), and CROWDOUT CAPITAL LLC, as administrative agent (the “*Agent*”) for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, Borrower, the Lenders from time-to-time party thereto and Agent, had entered into that certain Credit and Security Agreement dated as of August 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the terms of the Credit Documents, the Borrower granted to Agent, for the benefit of itself and for the Lenders, a security interest in, among other property, certain intellectual property of the Borrower, and executed and delivered to Agent a Trademark Security Agreement dated August 11, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), which Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “*USPTO*”) on August 12, 2021 at Reel/Frame No. 7389/0379.

WHEREAS, pursuant to and in conjunction with the Credit Agreement and Trademark Security Agreement, Borrower granted Agent, for the benefit of Lenders, a security interest in all of Borrower’s right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the Trademarks identified on Schedule A attached hereto (the “*Released Trademarks*”), and pledged and mortgaged (but did not transfer title to) such Released Trademarks to Agent; and

WHEREAS, the Agent, on behalf of the Lenders, acknowledges and agrees that the Credit Agreement has been terminated or expired and has agreed to terminate, cancel, discharge and release all of its rights in the Released Trademarks secured by the Credit Agreement and the Trademark Security Agreement, including, without limitation, reconveyance of any and all of the rights and interests of Agent that were pledged and mortgaged (but without the transfer of title) in and to the Released Trademarks to Agent.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, and pursuant to the terms and conditions set forth in this Release, Agent hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Trademark Security Agreement.

SECTION 2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Effective as of the date set forth above, Agent on behalf of the Lenders, hereby terminates and releases in its entirety all security interests in the Released Trademarks, including the lien and security interest, granted pursuant to the Trademark Security Agreement, and Agent hereby assigns, reconveys and transfers to

Borrower, without any representation, warranty, or recourse whatsoever, Agent's entire right, title, claim and interest in and to the Released Trademarks.

SECTION 3. RECORDATION. Agent, on behalf of the Lenders, hereby authorizes and requests the Commissioner for Trademarks and any other government officials of the United States to record this Release, as applicable.

SECTION 4. FURTHER ASSURANCE. The Agent, hereby agrees to, at the sole expense of Borrower, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as the Borrower may reasonably request to effect the release of the lien and security interest in the Released Trademarks contemplated hereby.

SECTION 5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

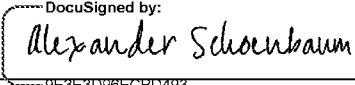
SECTION 6. EXECUTION. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file or DocuSign) shall be effective as delivery of an original signature.

SECTION 7. GOVERNING LAW. THIS RELEASE SHALL BE SUBJECT TO PROVISIONS REGARDING CHOICE OF LAW AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 10.10 AND 10.11 OF THE CREDIT AGREEMENT AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

(Signature follows on next page)

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized office as of the date first written above.

CROWDOUT CAPITAL LLC, as Agent

By: 
Name: Alexander Schoenbaum
Title: Chief Executive Officer

Schedule A

TRADEMARKS

<u>Borrower</u>	<u>Trademark Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Serial No.</u>
Cubex LLC	MYZIMBIS	November 10, 2020	Live	N/A	90310606
Cubex LLC	INYO	June 11, 2020	Dead	N/A	88960448
Cubex LLC	PAWPASS	June 9, 2020	Dead	N/A	88955931
Cubex LLC	LABPASS	June 2, 2020	Dead	N/A	88944703
Cubex LLC	SMILEPASS	May 27, 2020	Dead	N/A	88935121
Cubex LLC	BUDPASS	May 15, 2020	Dead	N/A	88918214
Cubex LLC	ZIMBIS	April 8, 2020	Live	6179316	88864065
Cubex LLC	QBUD	January 13, 2017	Live	6158405	87301862
Cubex LLC	QBUY	July 18, 2017	Live	5547221	87532797
Cubex LLC	QLOCK	February 21, 2014	Dead	4918686	86200834
Cubex LLC	CUBEXRX	April 22, 2013	Live	4440210	85911428
Cubex LLC	QBUD	April 22, 2013	Live	4443718	85911412
Cubex LLC	Cubex	December 9, 2008	Live	3647165	77629811
Cubex LLC	Cubex	April 1, 2008	Live	3601348	77437132