

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VCP CAPITAL MARKETS, LLC		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Roca Robotics, Inc.		
Street Address:	1067 S. HOVER ST STE E - 2007		
City:	LONGMONT		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5964654	ROCA	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700858.0026		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	11/01/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2022 (“Release”), is made by VCP Capital Markets, LLC, as agent (the “Agent”) in favor of Roca Robotics, Inc. (the “Grantor”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 16, 2021 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of January 18, 2022, that certain Consent and Second Amendment to Loan and Security Agreement, dated as of August 2, 2022, that certain Third Amendment to Loan and Security Agreement, dated as of August 16, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Loan Agreement”) by and among the Grantor and the Agent, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and agreed as a condition thereof to execute an Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, that certain Intellectual Property Security Agreement, dated as of December 3, 2021, by and between the Grantor and the Agent (the “IP Security Agreement”) was recorded with the USPTO on December 6, 2021, at Reel: 7504, Frame: 0034; and

WHEREAS, as confirmed through that certain Payoff Letter, dated as of October 31, 2022, all obligations of the Grantor under the Loan Agreement have been satisfied in full and, in connection therewith, the Agent has released its security interest in the Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Secured Parties, and the Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement, as applicable.

SECTION 2. Termination and Release. The Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation, warranty, or recourse of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, the registered Trademarks (as defined in the Loan Agreement) and Trademarks for which applications are pending in the USPTO, including, but not limited to, the foregoing listed on Schedule A attached hereto (the “Trademark Collateral”), granted pursuant to the Loan Agreement or the IP Security Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral, the Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, without representation or warranty of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor.

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense, if the IP Security Agreement is recorded with the USPTO.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the Administrative Agent, on behalf of itself, its successors, legal representatives and assigns, and the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

VCP CAPITAL MARKETS, LLC

By: 

Name: Melissa Griffiths

Title: Authorized Signatory

[Signature Page to IP Termination & Release (Roca Robotics Inc. - Trademarks)]

TRADEMARK
REEL: 007890 FRAME: 0064

Schedule A

Registered Trademarks

Trademark	Applicant	Trademark #	Issue Date
Roca	Roca Robotics, Inc.	5964654	1/21/2020