

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VENTURE LENDING & LEASING IX, INC.		10/11/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Smartvid.io, Inc.		
Street Address:	245 Main Street		
Internal Address:	2nd Floor		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02142		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5013967	SMARTVID.IO	
Registration Number:	5013966	SMARTVID.IO	
CORRESPONDENCE DATA			
Fax Number:	3034732720		
<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:	303-473-2861		
Email:	docket@hollandhart.com		
Correspondent Name:	Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	CM - Cerner - 84525		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		
DATE SIGNED:	11/10/2022		
Total Attachments: 6			
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**TRADEMARK ASSIGNMENT AGREEMENT
AND RELEASE OF SECURITY INTEREST**

This TRADEMARK ASSIGNMENT AGREEMENT AND RELEASE OF SECURITY INTEREST (“Assignment”), dated as of October 11, 2022 (“Date”), is entered into between Venture Lending & Leasing IX, Inc., a Maryland corporation, as the seller (“Seller”), Smartvid.io, Inc. (d/b/a Newmetrix), a Delaware corporation (the “Company”), and Oracle America Inc. a Delaware corporation, as the purchaser (“Purchaser”), pursuant to an Asset Purchase Agreement between Purchaser and Seller, dated as of October 11, 2022 (the “Purchase Agreement”). Purchaser is referred to herein as “Assignee.” Purchaser, together with Seller and Company, are referred to herein as the “Parties”. Capitalized terms not defined herein have the meanings ascribed to them directly or by reference to other agreements in the Purchase Agreement.

WHEREAS, under the terms of the Bill of Sale contemplated by the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain trademarks and trademark applications, and has agreed to execute and deliver this Assignment for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to the Assignee, and the Assignee hereby accepts

(a) all of the Company’s right, title, and interest in and to the trademarks, trademark registrations and trademark applications set forth in Schedule 1 hereto (collectively, the “Trademarks”), together the goodwill of the business symbolized by and associated with such Trademarks;

(b) all rights of any kind whatsoever of the Company accruing under any of the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the Trademarks, whether accruing before, on, or after the Date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, or violation of the Trademarks, with the right but no obligation to sue for such legal and equitable relief in Assignee’s own name and to collect, or otherwise recover, any such damages.

2. Seller hereby terminates the Intellectual Property Security Agreement made as of May 14, 2021 by and between the Company and Seller. Seller also terminates, releases and discharges any and all security interests that it has pursuant to such agreement or otherwise in any and all right, title and interest of the Company, in, to and under the Collateral (as such term

is defined in such Intellectual Property Security Agreement) and the Purchased Assets, including the Trademarks.

3. Seller and Company hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to issue or transfer all Trademarks to Assignee, as owner of the entire right, title and interest therein and record and register this Assignment upon request by Assignee. Following the Date hereof, upon Assignee's reasonable written request, and at Assignee's sole cost and expense, Seller and Company shall take such reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee.

4. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Parties. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

7. This Assignment shall be governed by the internal laws of the State of California applicable to contracts wholly executed and performed therein. Any action, claim, suit or proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced in any state or federal court located in the County of San Francisco or Santa Clara, California. Each Party (a) expressly and irrevocably consents and submits to the jurisdiction of each such court, and each appellate court located in the State of California, in connection with any such proceeding; (b) agrees that each such court shall be deemed to be a convenient forum; and (c) agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding commenced in any such court, any claim that such party is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Date first written above by their respective officers thereunto duly authorized.

SELLER:

Venture Lending & Leasing IX, Inc.

By: _____

Name: David Wanek

Title: President & CEO

COMPANY:

Smartvid.io, Inc. d/b/a Newmetrix

By: _____

Name:

Title:

PURCHASER:

Oracle America Inc

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Date first written above by their respective officers thereunto duly authorized.

SELLER:

Venture Lending & Leasing IX, Inc.

By: _____

Name:

Title:

COMPANY:

Smartvideo, Inc. d/b/a Newmetrix

By: _____

Name: *Josiah Kankel*

Title: *CEO, SmartVideo*

PURCHASER:

Oracle America Inc

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Date first written above by their respective officers thereunto duly authorized.

SELLER:

Venture Lending & Leasing IX, Inc.

By: _____

Name:

Title:

COMPANY:

Smartvid.io, Inc. d/b/a Newmetrix

By: _____

Name:

Title:

PURCHASER:

Oracle America Inc.

By: 

Name: Brian Higgins

Title: Senior Vice President

SCHEDULE A

TRADEMARKS

Mark	Current Owner	Country	App. Number	App. Date	Reg. No.	Registration Date	Goods / Services Class
Newmetrix	Smartvid.io, Inc.	US	90809411	7/2/2021	6,848,400	9/13/2022	IC 042
SMARTVID.IO Smartvid.io design	Smartvid.io, Inc.	US	86616886	5/1/2015	5,013,967	8/2/2016	IC 042
smartvid.io	Smartvid.io, Inc.	US	86616868	5/1/2015	5,013,966	8/2/2016	IC 042