

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM768748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6396/0625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC		11/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Masterwork Electronics, Inc.		
Street Address:	891 Kuhn Dr., Suite 216		
City:	Chula Vista		
State/Country:	CALIFORNIA		
Postal Code:	91914		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2465263	MASTERWORK ELECTRONICS	
Registration Number:	2477432	MASTERWORK ELECTRONICS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9667		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew Monthey		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	53241-002		
NAME OF SUBMITTER:	Andrew Monthey		
SIGNATURE:	/Andrew Monthey/		
DATE SIGNED:	11/18/2022		
Total Attachments: 5			
source=Silver Point - Masterwork - Trademark Release (Executed)#page1.tif			
source=Silver Point - Masterwork - Trademark Release (Executed)#page2.tif			

CH \$65.00 2465263

source=Silver Point - Masterwork - Trademark Release (Executed)#page3.tif

source=Silver Point - Masterwork - Trademark Release (Executed)#page4.tif

source=Silver Point - Masterwork - Trademark Release (Executed)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of November 15, 2022 is made by Silver Point Finance, LLC (the “Grantee”), in favor of Masterwork Electronics, Inc., a California corporation (the “Grantor”).

W I T N E S S E T H:

WHEREAS, the Grantee and the Grantor are party to a Grant of Security Interest in United States Trademarks, dated as of July 27, 2018 (the “Grant”) pursuant to which the Grantor granted to the Grantee a security interest in, among other property, certain Marks of the Grantor, and agreed to execute and deliver the Grant, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”);

WHEREAS, the Grant was recorded with the USPTO on July 30, 2018, at Reel/Frame 006396/0625;

WHEREAS, pursuant to that certain payoff letter dated as of November 15, 2022, by and among Grantor, certain affiliates of the Grantor party thereto and Grantee, the Grantee has agreed to (a) release any and all liens and security interests it may have in the Marks pursuant to the Grant, and (b) provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Marks; and

WHEREAS, the Grantee and the Grantor desire that the Grantee terminate, release, and discharge fully its security interest in the Marks, including, without limitation, the Marks set forth on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees with the Grantor as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Grant and used herein have the meaning given to them in the Grant.

Section 2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its security interest in, all right, title and interest in or to the Marks, including, without limitation, the Marks on Schedule 1 hereto. The Grantee hereby acknowledges and agrees that the Grant is terminated.


Section 3. Recordation. The Grantee hereby authorizes the Grantor or the Grantor’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Marks, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

Section 5. Counterparts: This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

SILVER POINT FINANCE, LLC, as
Agent

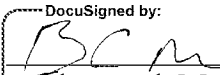
By: 
Name: Jesse Dorigo
Title: Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 007898 FRAME: 0414

ACCEPTED AND AGREED:


MASTERWORK ELECTRONICS, INC.,
as Grantor

By:  _____
Name: ~~Bhawesh~~ Mathur
Title: Chief Executive Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007898 FRAME: 0415

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark	Registration Number	Registration Date	Expiration Date
	2,465,263	July 3, 2001	Registered
MASTERWORK ELECTRONICS	2,477,432	August 14, 2001	Registered