TRADEMARK ASSIGNMENT COVER SHEET

12/01/2022

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM771286

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Super G Capital, LLC		11/14/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Search Optics Management Corporation		
Street Address:	1938 Burdette Street		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	Corporation: CALIFORNIA		
Name:	Uptracs, LLC		
Street Address:	1938 Burdette Street		
City:	Ferndale		
State/Country:	MICHIGAN		
Postal Code:	48220		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark	
Registration Number:	4549275	AUTOWHYBUY	
Registration Number:	4336243	MEASURE WHAT MATTERS	
Registration Number:	4507550	MOBILE SHOWROOM	
Registration Number:	4795584	RETAIL+	
Registration Number:	3608828	SEARCH OPTICS	
Registration Number:	4079077	SMARTER SOLUTIONS - BETTER RESULTS	
Registration Number:	3736705	UPTRACS	
Registration Number:	6866543	UPTRACS.AI	
Registration Number:	3749056	VIRTUAL SHOWROOM	
Registration Number:	3659294	YOU CAN'T CLOSE A CLICK	

CORRESPONDENCE DATA

Fax Number:

TRADEMARK

REEL: 007906 FRAME: 0317 900735386

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.

Phone: 2128376000

Email: trademarks@hugheshubbard.com

Correspondent Name: Patrice P. Jean

Address Line 1: One Battery Park Plaza

Address Line 2: Hughes Hubbard & Reed LLP

Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER:	033184-00015
NAME OF SUBMITTER:	Patrice P. Jean
SIGNATURE:	/Patrice P. Jean/
DATE SIGNED:	12/01/2022

Total Attachments: 5

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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement is effective as of November 14, 2022 ("<u>Termination and Release</u>"), by SUPER G CAPITAL, LLC, a Delaware limited liability company, as lender ("<u>Lender</u>").

WHEREAS, that certain Intellectual Property Security Agreement, dated as of December 20, 2018, (as heretofore amended, restated, supplemented or otherwise modified, the "Intellectual Property Security Agreement"), was executed in favor of Lender by SEARCH OPTICS MANAGEMENT CORPORATION, a California corporation ("SOMC"), and UPTRACS, LLC, a Delaware limited liability company ("UPTRACS" and together with SOMC, collectively, "Loan Party"), pursuant to which the Loan Party granted to the Lender, to secure the payment of certain obligations to the Lender, a security interest in and lien on all of the Loan Party's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

- (a) all of Loan Party's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, and licenses for any of the foregoing ("Copyright Licenses"), including without limitation those referred to on Schedule 1 hereto;
- (b) all of Loan Party's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, and licenses for any of the foregoing ("Patent Licenses"), including those referred to on Schedule 1 hereto:
- (c) all of Loan Party's trademarks, trademark applications, service marks, trade names, mask works (collectively, "<u>Trademarks</u>"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("<u>Trademark</u> Licenses"), including those referred to on Schedule 1 hereto;
 - (d) all reissues, continuations or extensions of the foregoing;
- (e) all products and proceeds of the foregoing, including without limitation any claim by Loan Party against third parties for past, present or future infringement or dilution of any Copyright, any Patent, any Trademark, any Copyright licensed under any Copyright License, any Patent licensed under any Patent License, or any Trademark licensed under any Trademark License:

WHEREAS, the Intellectual Property Security Agreement was recorded with the U.S. Patent and Trademark Office on January 3, 2019, at Reel 6516, Frame 0616;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Lender agrees as follows:

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- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
- 2. <u>Release of Security Interest</u>. Intending to be legally bound hereby, the Lender hereby releases and terminates any and all rights, title and interests in and to the IP Collateral, and hereby authorizes Loan Party or Loan Party's authorized representatives to record this Termination and Release with the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the Lender duly executes this Termination and Release of Intellectual Property Security Agreement, which is effective as of the day and year first written above.

SUPER G CAPITAL. LLC

By:

Name: Darrin Ginsberg

Title: Chief Executive Officer

[Signature page to Termination and Release of Intellectual Property Security Agreement]

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SCHEDULE 1

(a) Patents and Patent Licenses

None

(b) Copyrights and Copyrights Licenses

None

(c) Trademarks and Trademark Licenses

Grantor	Country	Trademark	Registration Date	Registration Number
Uptracs, LLC	Australia	UPTRACS	August 5, 2015	1658368
Uptracs, LLC	Brazil	UPTRACS	May 30, 2017	908705069
Search Optics Management Corporation	Canada	AUTOWHYBUY	January 31, 2018	TMA989,811
Uptracs, LLC	Canada	MEASURE WHAT MATTERS	February 24, 2014	TMA871,937
Uptracs, LLC	Canada	UPTRACS	October 29, 2013	TMA863,836
Uptracs, LLC	New Zealand	UPTRACS	May 14, 2015	1008713
Search Optics Management Corporation	United States	AUTOWHYBUY	June 10, 2014	4,549,275
Uptracs, LLC	United States	MEASURE WHAT MATTERS	May 14, 2013	4,336,243

SCHEDULE - 1

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Search Optics Management Corporation	United States	MOBILE SHOWROOM	April 1, 2014	4,507,550
Search Optics Management Corporation	United States	RETAIL+	August 18, 2015	4,795,584
Search Optics Management Corporation	United States	SEARCH OPTICS	April 21, 2009	3,608,828
Search Optics Management Corporation	United States	SMARTER SOLUTIONS – BETTER RESULTS	January 3, 2012	4,079,077
Uptracs, LLC	United States	UPTRACS	January 12, 2010	3,736,705
Uptracs, LLC	United States	UPTRACS.AI	October 4, 2022	6,866,543
Search Optics Management Corporation	United States	VIRTUAL SHOWROOM	February 16, 2010	3,749,056
Search Optics Management Corporation	United States	YOU CAN'T CLOSE A CLICK	July 21, 2009	3,659,294

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RECORDED: 12/01/2022