

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRANKLIN STRATEGIC SERIES - FRANKLIN GROWTH OPPORTUNITIES FUND		09/06/2022	STATUTORY TRUST: CALIFORNIA
FRANKLIN TEMPLETON INVESTMENT FUNDS - FRANKLIN US OPPORTUNITIES FUND		09/06/2022	SOCIÉTÉ D'INVESTISSEMENT À CAPITAL VARIABLE: LUXEMBOURG
FRANKLIN STRATEGIC SERIES - FRANKLIN SMALL CAP GROWTH FUND		09/06/2022	STATUTORY TRUST: DELAWARE
NEWVIEW CAPITAL FUND I, LP		09/06/2022	Limited Partnership: DELAWARE
ACADIA WOODS PARTNERS, LLC		09/06/2022	Limited Liability Company: DELAWARE
WIL FUND I, L.P.		09/06/2022	Limited Partnership: CAYMAN ISLANDS
BRIDGESTONE AMERICAS, INC.		09/06/2022	Corporation: NEVADA
MICROSOFT GLOBAL FINANCE		09/06/2022	Corporation: IRELAND
FHW LIMITED PARTNERSHIP		09/06/2022	Limited Partnership: DELAWARE
TEW LIMITED PARTNERSHIP		09/06/2022	Limited Partnership: DELAWARE
THE PRIVATE SHARES FUND		09/06/2022	STATUTORY TRUST: DELAWARE
BRILLIANCE JOURNEY LIMITED		09/06/2022	BVI BUSINESS COMPANY: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	CLEARMOTION, INC.		
Street Address:	805 Middlesex Turnpike		
City:	Billerica		
State/Country:	MASSACHUSETTS		
Postal Code:	01821		
Entity Type:	Corporation: DELAWARE		

CH \$65.00 6008221

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6008221	GLIDE
Registration Number:	6008222	FLOW

CORRESPONDENCE DATA**Fax Number:** 4152687522*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:** 415-268-7810**Email:** Sguerra@mofo.com**Correspondent Name:** Muzamil Huq**Address Line 1:** 425 Market Street**Address Line 4:** San Francisco, CALIFORNIA 94105**ATTORNEY DOCKET NUMBER:** 23448-1**NAME OF SUBMITTER:** Muzamil Huq**SIGNATURE:** /mhuq/**DATE SIGNED:** 02/08/2023**Total Attachments: 4**

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**TERMINATION OF AMENDED & RESTATED
TRADEMARK SECURITY AGREEMENT**

This Termination of Amended & Restated Trademark Security Agreement (this “**Termination**”), dated as of September 6, 2022, is executed by Acadia Woods Partners, LLC, as collateral agent for the Secured Parties described in the Trademark Security Agreement described below (the “**Collateral Agent**”), in favor of ClearMotion, Inc., a Delaware corporation (the “**Grantor**”).

RECITALS

WHEREAS, Grantors, certain Investors and Collateral Agent entered in that certain Note and Warrant Purchase Agreement dated as of December 21, 2021 (as amended by that certain Omnibus Amendment to Agreements, dated as of March 1, 2022 (“**Amendment No. 1**”), as further amended by that certain Omnibus Amendment No. 2 to Agreements dated as of March 10, 2022 (“**Amendment No. 2**”), and as further amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the “**Purchase Agreement**”);

WHEREAS, in connection with the Purchase Agreement, Grantor, the Secured Parties, Collateral Agent and certain other parties thereto entered into that certain Security Agreement, dated as of December 21, 2021 (as amended by Amendment No. 1, as further amended by Amendment No. 2, as further amended by that certain Amendment No. 3 to Security Agreement dated as of June 21, 2022, and as further amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the “**Security Agreement**”);

WHEREAS, under the terms of the Security Agreement, Grantor granted to the Collateral Agent for the benefit of the Secured Parties security interests in certain “Collateral” including certain trademarks and pending trademarks of the Grantor, pursuant to that certain Amended & Restated Trademark Security Agreement, dated as of April 5, 2022 (as amended, restated, amended and restated, modified, renewed, extended or replaced from time to time, the “**Trademark Security Agreement**”); and

WHEREAS, the indebtedness arising in connection with the Purchase Agreement is no longer outstanding, the Security Agreement has been terminated and the liens thereunder have been released.

NOW, THEREFORE, Collateral Agent agrees as follows:

1. Collateral Agent is executing and delivering this Termination as further evidence of the termination of the Trademark Security Agreement.
2. Collateral Agent, for itself and the other Secured Parties, claims no right, title or interest whatsoever in or to any of the “Collateral” described in the Trademark Security Agreement, and, accordingly, Collateral Agent, for itself and the other Secured Parties, expressly terminates its security interests in the trademarks listed on Exhibit A hereto, which security interests were evidenced by the recordation of the Trademark Security Agreement with the United States Patent and Trademark Office on April 7, 2022. in Reel/Frame 7684/0200.

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

Acadia Woods Partners, LLC

By: 

Name: Jeffrey Samberg

Title: Managing Member

Exhibit A

to Termination of Trademark Security Agreement

ClearMotion, Inc.

REGISTERED AND PENDING TRADEMARKS

Mark	Country	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date
CLEARMOTION	Canada	Registered	07 Int., 09 Int., 12 Int.	1908505	10-Jul-18	TMA1095126	8-Mar-21
CLEARMOTION	China	Published	12 Int.	22801265	13-Feb-17		
CLEARMOTION	China	Registered	12 Int.	31295996	31-May-18	31295996	7-Apr-19
CLEARMOTION	China	Registered	09 Int.	31295997	31-May-18	31295997	7-Mar-19
CLEARMOTION	China	Registered	07 Int.	31295998	31-May-18	31295998	7-Mar-19
ROADMOTION	China	Pending	09 Int.	1562963	30-Sep-20		
ROADMOTION	China	Pending	09 Int.	55893626	8-May-21		
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	12 Int.	34171386	22-Oct-18	34171386	21-Jun-19
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	09 Int.	34171387	22-Oct-18	34171387	21-Jun-19
CLEARMOTION IN CHINESE CHARACTERS (KE-LI-MENG-XING)	China	Registered	07 Int.	34171388	22-Oct-18	34171388	21-Jun-19
CLEARMOTION	EU	Registered	07 Int., 09 Int., 12 Int.	016273534	20-Jan-17	016273534	19-Jul-17
ROADMOTION	EU	Registered	09 Int.	1562963	30-Sep-20	1562963	30-Sep-20
ROADMOTION	Int'l Registration - Madrid Protocol Only	Registered	09 Int.	A0100769	30-Sep-20	1562963	30-Sep-20
CLEARMOTION	Japan	Registered	07 Int., 09 Int., 12 Int.	2018-085867	2-Jul-18	6169548	9-Aug-19
CLEARMOTION	Korea	Registered	07 Int., 09 Int., 12 Int.	40-2018-0112036	13-Aug-18	40-1575798	17-Feb-20
CLEARMOTION	UK	Registered	07 Int., 09 Int., 12 Int.	016273534	20-Jan-17	9016273534	19-Jul-17
ROADMOTION	UK	Pending	09 Int.	1562963	30-Sep-20		
GENSHOCK	USA	Allowed	12 Int.	88/869839	13-Apr-20		

CLEARMOTION	USA	Allowed	07 Int., 09 Int., 12 Int.	87/110270	20-Jul-16		
CLEARMOTION	USA	Allowed	07 Int., 09 Int., 12 Int.	90/075623	27-Jul-20		
GLIDE	USA	Registered	09 Int.	87/118136	27-Jul-16	6008221	10-Mar-20
FLOW	USA	Registered	09 Int.	87/118166	27-Jul-16	6008222	10-Mar-20
ROADMOTION	USA	Allowed	09 Int.	88/869856	13-Apr-20		
ACTIVALVE	USA	Allowed	07 Int.	90/075657	27-Jul-20		