

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790380

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900735394

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comerica Bank		11/14/2022	Corporation: TEXAS

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:

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
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NAME OF SUBMITTER:	Patrice P. Jean
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SIGNATURE:	/Patrice P. Jean/
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DATE SIGNED:	02/28/2023
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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 ("Termination and Release"), by COMERICA BANK, a Texas chartered bank, as lender ("Secured Party").

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 Secured Party 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 Secured Party, to secure the payment of certain obligations to the Secured Party, 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, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark 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 December 20, 2018, at Reel 6558, Frame 0568;

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

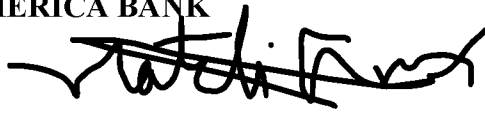
1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.

2. Release of Security Interest. Intending to be legally bound hereby, the Secured Party hereby releases and terminates, without representation or warranty, 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.

[REMAINDER OF PAGE LEFT BLANK]

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

COMERICA BANK



By: _____

Name: Natali Amir

Title: VP

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

TRADEMARK
REEL: 007986 FRAME: 0411

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

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

TRADEMARK

REEL: 007986 FRAME: 0413

RECORDED: 12/01/2022

SCHEDULE - 1

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