

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801355

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX GROWTH CAPITAL, LLC		04/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOHENRY LIMITED		
Street Address:	2 Angel Court, High Street		
City:	Lymington		
State/Country:	UNITED KINGDOM		
Postal Code:	SO419AP		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	90606910	GOGIVE	
Serial Number:	90606909	GOSPEND	
Serial Number:	90606907	GOEARN	
Serial Number:	90606904	GOSAVE	
Serial Number:	90606913	GIFTLINKS	
Registration Number:	6082062	GOHENRY	
Registration Number:	5284230	GOHENRY LTD	
Registration Number:	5259620	GOHENRY	
Registration Number:	5259621	GOHENRY	
Serial Number:	90254825	GO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	215-656-2458		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		

CH \$265.00 90606910

Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	04/07/2023
Total Attachments: 5 source=Might - Termination and IP Release (GoHenry Limited)#page1.tif source=Might - Termination and IP Release (GoHenry Limited)#page2.tif source=Might - Termination and IP Release (GoHenry Limited)#page3.tif source=Might - Termination and IP Release (GoHenry Limited)#page4.tif source=Might - Termination and IP Release (GoHenry Limited)#page5.tif	

EXECUTION VERSION

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Termination and Release of Intellectual Property Security Agreement** (the "Release"), dated as of April 3, 2023 (the "Effective Date"), is made by and between **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company (the "Lender"), and **GOHENRY LIMITED**, a company incorporated and registered in England and Wales (the "Grantor"). Grantor and Agent are sometimes referred herein as each a "Party" and, collectively, the "Parties."

WHEREAS, the Grantor and Agent, entered into (i) the Guarantee and Indemnity, dated on or about August 16, 2021 (as amended, restated or modified, the "Guarantee"), (ii) the Debenture, dated on or about August 16, 2021 (as amended, restated or modified, the "Debenture"), and (iii) the Intellectual Property Security Agreement, dated August 16, 2021 (as amended, restated and modified, the "IP Security Agreement" and collectively with the Guarantee and Debenture, the "Agreements"), pursuant to which Grantor granted to Agent a security interest in and to the Intellectual Property Collateral (as defined in the IP Security Agreement), including the Copyrights, Patents and Trademarks (as defined in the IP Security Agreement) set forth on Exhibit A, attached hereto.

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on August 16, 2021 at trademark assignment Reel/Frame 7393/0060.

WHEREAS, as of the Effective Date, Lender wishes to fully terminate, discharge and release its lien and security interest in the Intellectual Property Collateral, including the including the Copyrights, Patents and Trademarks set forth on Exhibit A, attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, Lender hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Agreements and used herein have the meaning given to them in the applicable agreement.

2. Release of Security Interest. Lender shall fully terminate, release and discharge, and hereby does fully terminate, release, and discharge, its lien and security interest in all of Grantor's present and future right, title and interest in and to the Intellectual Property Collateral, including the Copyrights, Patents and Trademarks set forth on Exhibit A, attached hereto, all goodwill associated therewith, all registrations and applications in connection therewith, whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States or any other country, all common-law rights related thereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom (collectively, the "Released Collateral").

3. Further Assurances. Lender hereby authorizes Grantor 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 Lender in the Released Collateral and/or (iii) otherwise record or file this Release in the applicable foreign or domestic governmental

office or agency. Lender shall duly execute, acknowledge, procure and deliver any further documents and do such other acts, in each case at Grantor's sole cost and expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Release.

5. Successors and Assigns. This Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).


7. Severability. Each provision of this Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Release is held by a court of competent jurisdiction to be invalid, illegal or unenforceable under applicable law, all other provisions of this Release shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

GOHENRY LIMITED

By:  _____
Name: David Roche
Title: Authorized Signatory

[Signature Page to Termination and Release of Intellectual Property Security Interest]

LENDER:

ORIX GROWTH CAPITAL, LLC

By: William D. Bishop

Name: William D. Bishop

Title: Authorized Signatory

[Signature Page to Termination and Release of Intellectual Property Security Interest]

EXHIBIT A


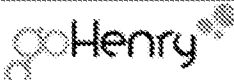

Copyrights

None.

Patents

None.

Trademarks

Description	Registration Number	Registration Date
GOGIVE	90606910	3/26/2021
GOSPEND	90606909	3/26/2021
GOEARN	90606907	3/26/2021
GOSAVE	90606904	3/26/2021
GIFTLINKS	9060913	3/26/2021
	6082062	6/16/2020
goHenry Ltd	5284230	9/12/2017
goHenry	5259620	8/08/2017
	5259621	8/08/2017
	90254825	10/14/2020