

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		05/03/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Mixlab, Inc.		
Street Address:	336 W 37th St Suite 850		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
Name:	Mixlab Services, LLC		
Street Address:	336 W 37th St Suite 850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5838231	MIXLAB	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	12027762046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004		
ATTORNEY DOCKET NUMBER:	330410-103		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		

CH \$40.00 5838231

SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	05/03/2023
Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks (Mixlab)_2023-04-27#page1.tif source=Termination and Release of Security Interest in Trademarks (Mixlab)_2023-04-27#page2.tif source=Termination and Release of Security Interest in Trademarks (Mixlab)_2023-04-27#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release") dated as of May 3, 2023, is made by Western Alliance Bank ("Lender") in favor of Mixlab, Inc. ("Mixlab") and Mixlab Services, LLC ("Mixlab Services") and together with Mixlab, each a "Grantor", and collectively the "Grantors"). All capitalized terms used by not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

WHEREAS, the Grantor and the Lender have entered into a Loan and Security Agreement dated as of September 27, 2021 (as may have been amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, pursuant to the Loan Agreement, the Grantors and the Lender are parties to that certain Intellectual Property Security Agreement, dated as of September 27, 2021 (the "Intellectual Property Security Agreement"), pursuant to which the Grantors granted to Lender security interests in and liens on the Grantors' Intellectual Property Collateral;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on October 1, 2021 at Reel 7439, Frame 0157; and

WHEREAS, the Lender now desires to terminate the Intellectual Property Security Agreement and terminate, release and discharge its security interest in all Intellectual Property Collateral including the United States registered trademarks and trademark applications set forth in Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby:

1. terminates the Intellectual Property Security Agreement and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges all pledges, grants, liens and security interests in the Grantor's right, title and interest in, to and under the Intellectual Property Collateral under the Intellectual Property Security Agreement, including the trademarks identified in Schedule A hereto, without recourse or representation or warranty, express or implied;
2. authorizes and requests that this Termination and Release be recorded at the USPTO; and
3. understands and agrees that this Termination and Release may be recorded by or for the Grantor, or its successors or assigns with the USPTO.

THIS TERMINATION AND 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 TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WESTERN ALLIANCE BANK

By: *Darren Gastrock*
Name: Darren Gastrock
Title: Director

SCHEDULE A

Trademark Registrations and Applications

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
MIXLAB	88206859	5838231	November 27, 2018