

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Alliance Bank		05/15/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Nextpoint Inc.		
Street Address:	4043 N Ravenswood Ave, #317		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3769359	NEXTPOINT	
Registration Number:	4691482	N NEXTPOINT	
Registration Number:	4132372	DISCOVERY CLOUD	
CORRESPONDENCE DATA			
Fax Number:	3122757835		
<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:	8723561443		
Email:	perry@litwinkach.com		
Correspondent Name:	Perry Litwin Law, LLC Gattegno		
Address Line 1:	200 N LaSalle, Suite 1550		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Perry Gattegno, Attorney of Record		
SIGNATURE:	/perry gattegno/		
DATE SIGNED:	05/19/2023		
Total Attachments: 4			
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OP \$90.00 3769359

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of May 15, 2023, and granted by Western Alliance Bank, an Arizona corporation with an address at 1 E Washington, Phoenix, Arizona 85004 (the “**Collateral Agent**”), as second successor secured party to first secured party Sterling National Bank (the “**First Collateral Agent**”) and first successor secured party to second secured party Webster Bank, N.A. as collateral agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of Nextpoint Inc., an Illinois corporation (“**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 11, 2021 (the “**Loan Agreement**”) among the Grantor, the First Collateral Agent and the other parties thereto, the Grantor executed and delivered to the First Collateral Agent and that certain Intellectual Property Security Agreement by and between the Grantor and the First Collateral Agent dated as of August 11, 2021 (the “**IP Security Agreement**”) (collectively, the Loan Agreement and the IP Security Agreement are referred to herein as the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to the First Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7395, Frame 0712 on August 18, 2021;

WHEREAS, through a series of transactions between the relevant secured parties, the Collateral Agent is currently the holder of the trademark security interests contemplated herein; and

WHEREAS, Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral (as defined below) pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Western Alliance Bank, an Arizona
corporation
as Collateral Agent

By: 

Name: Scott Uejima

Title: Vice President

Address for Notices:

Attn: Scott Uejima
150 N Wacker Dr
Ste 2800
Chicago, IL 60606

7

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Reg. Number	Reg. Date	Record Owner
NEXTPOINT	USPTO	3769359	3/30/2010	Nextpoint Inc.
N NEXTPOINT + design	USPTO	4691482	2/24/2015	Nextpoint Inc.
DISCOVERY CLOUD	USPTO	4132372	4/24/2012	Nextpoint Inc.