

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PATHLIGHT CAPITAL LP		06/07/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUBICON TECHNOLOGIES, LLC		
<b>Street Address:</b>	335 Madison Ave., 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10173		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	RIVERROAD WASTE SOLUTIONS, INC.		
<b>Street Address:</b>	950 East Paces Ferry Road, Suite 1900		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>Name:</b>	RUBICON GLOBAL, LLC		
<b>Street Address:</b>	950 East Paces Ferry Road, Suite 1900		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30303		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5863489	RRR RUBICON	
<b>Registration Number:</b>	4158632	RIVERROAD	
<b>Serial Number:</b>	86897494	CHANGING THE RULES IN WASTE AND RECYCLIN	
<b>Serial Number:</b>	86719823	RRR	
<b>Serial Number:</b>	86719817	RUBICON	
<b>Serial Number:</b>	85338836	RUBICON	
<b>Serial Number:</b>	87201037	RRR	

CH \$265.00 5863489

Property Type	Number	Word Mark
Serial Number:	87222208	WASTE IS A DESIGN FLAW
Serial Number:	87536398	YOUR CITY'S EYES AND EARS
Serial Number:	87548963	RUBICONSMARTCITY

**CORRESPONDENCE DATA**

**Fax Number:** 2124920239

*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:** 212 373 3239

**Email:** cmeredithgoujon@paulweiss.com, mmcguire@paulweiss.com, mangelopoulos@paulweiss.com

**Correspondent Name:** Claudine Meredith-Goujon

**Address Line 1:** 1285 Avenue of the Americas

**Address Line 2:** Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	014487.114
<b>NAME OF SUBMITTER:</b>	Claudine Meredith-Goujon
<b>SIGNATURE:</b>	/Claudine Meredith-Goujon/
<b>DATE SIGNED:</b>	06/12/2023

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “*Termination and Release*”) is granted as of June 7, 2023 by **PATHLIGHT CAPITAL LP**, as agent (the “*Grantee*”), in favor of **RUBICON TECHNOLOGIES, LLC**, a Delaware limited liability company (“*Rubicon Technologies*”), **RIVERROAD WASTE SOLUTIONS, INC.**, a New Jersey corporation (“*Riverroad*”), and **RUBICON GLOBAL, LLC**, a Delaware limited liability company (together, with Rubicon Technologies and Riverroad, each a “*Grantor*”, and collectively, the “*Grantors*”);

**WHEREAS**, the Grantors, among others, have executed and delivered, as applicable: (i) that certain Loan and Security Agreement, dated as of March 29, 2019 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of February 27, 2020, as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of March 24, 2021, and as may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “*Security Agreement*”), in favor of the Grantee, and (ii) (a) that certain Trademark Security Agreement, dated as of March 24, 2021 (the “*2021 Trademark Security Agreement*”), which was recorded with the United States Patent and Trademark Office (the “*PTO*”) on March 25, 2021, at Reel 7233 and Frame 0704, (b) that certain Trademark Security Agreement, dated as of March 29, 2019 (the “*2019 Trademark Security Agreement*”) which was recorded with the PTO on March 29, 2019, at Reel 6604 and Frame 0427, and (c) that certain Trademark Security Agreement, dated as of February 27, 2020 (the “*2020 Trademark Security Agreement*”, and together with the 2021 Trademark Security Agreement and 2019 Trademark Security Agreement, each a “*Trademark Security Agreement*” and collectively, the “*Trademark Security Agreements*”) which was recorded with the PTO on February 28, 2020, at Reel 6878 and Frame 0168, pursuant to which, respectively, the applicable Grantor granted a security interest in and to all of its rights, title and interest in and to all Trademark Collateral (as defined in each Trademark Security Agreement); and

**WHEREAS**, the Grantors have requested that the Grantee release such security interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreements, including the Trademark Collateral listed on Schedule A, together with (a) all applications and registrations with respect to the Trademark Collateral, (b) all proceeds and products of the Trademark Collateral, (c) the goodwill of the businesses with which the Trademark Collateral are associated, and (d) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same (the Trademark Collateral, together with clauses (a)-(d), the “*Released Collateral*”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantee does hereby (i) release and discharge, without any representation or warranty, any and all liens and security interests it may have in and to the Released Collateral, and (ii) terminate each Trademark Security Agreement.

The Grantee hereby authorizes the Grantors (and their designees) to file and record this Termination and Release with the PTO, and requests that the PTO note and record this Termination and Release.

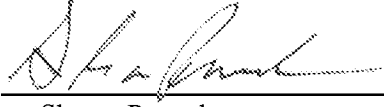
**THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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

**PATHLIGHT CAPITAL LP,**  
as Agent

By: Pathlight Partners GP LLC, its General Partner

By:  \_\_\_\_\_

Name: Shawn Pennels

Title: Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 008097 FRAME: 0309**

**SCHEDULE A  
TRADEMARK COLLATERAL**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App. No.</b>	<b>Registration No.</b>	<b>Status</b>
RUBICON & RRR DESIGN	United States	87201055	5863489	Issued
RIVERROAD	United States	85220895	4158632	Allowed
CHANGING THE RULES IN WASTE AND RECYCLING	United States	86897494	--	Abandoning
RRR	United States	86719823	--	Allowed
RUBICON	United States	86719817	--	Allowed
RUBICON	United States	85338836	4,093,604	Registered
RRR	United States	87201037	--	Allowed
RRR Design (black & white)	Canada	1740783	TMA1,003,121	Registered
RUBICON	Canada	1740782	TMA1,003,125	Registered
RUBICON	Canada	1629205	TMA915,567	Registered
RUBICON & Design	Canada	1629206	TMA915,568	Registered
RUBICON & RRR Design	United States	87201055	--	Allowed
RUBICON & RRR Design	Brazil	912574941	--	Pending
RUBICON & RRR Design	Canada	1832286	--	Pending

Mark	Jurisdiction	App. No.	Registration No.	Status
RUBICON & RRR Design	EU	16607848	--	Pending
RUBICON & RRR Design	Brazil	912575018	--	Pending
RUBICON & RRR Design	Brazil	912575050	--	Pending
RUBICON & RRR Design	Brazil	912575123	--	Pending
WASTE IS A DESIGN FLAW	United States	872222208	--	Allowed
WASTE IS A DESIGN FLAW	Brazil	912644095	--	Pending
WASTE IS A DESIGN FLAW	Canada	1834641	--	Allowed
WASTE IS A DESIGN FLAW	EU	16651903	--	Pending
WASTE IS A DESIGN FLAW	Brazil	912644168	--	Pending
YOUR CITY'S EYES AND EARS	United States	87536398	--	Abandoning
RUBICONSMART CITY	United States	87548963	--	Pending