

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eclipse Business Capital LLC (f/k/a Encina Business Credit, LLC)		06/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Rubicon Global, LLC		
Street Address:	950 East Paces Ferry Road, Suite 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Rubicon Technologies, LLC		
Street Address:	335 Madison Ave., 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5863489	RRR RUBICON	
Registration Number:	4093604	RUBICON	
Registration Number:	5692194	RRR	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	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		

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Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	014487.114
NAME OF SUBMITTER:	Claudine Meredith-Goujon
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	06/12/2023
Total Attachments: 3 source=07. Eclipse - Rubicon - Trademark Release (2023)(61531235.1)(18221140.1)#page1.tif source=07. Eclipse - Rubicon - Trademark Release (2023)(61531235.1)(18221140.1)#page2.tif source=07. Eclipse - Rubicon - Trademark Release (2023)(61531235.1)(18221140.1)#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Termination and Release") is made as of June 7, 2023 (the "Effective Date") by Eclipse Business Capital LLC (f/k/a Encina Business Credit, LLC) (the "Agent"), in favor of Rubicon Global, LLC, a Delaware limited liability company, and Rubicon Technologies, LLC, a Delaware limited liability company (collectively, "Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Loan Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Grantor and the Agent entered into that certain Grant of a Security Interest - Trademarks dated December 14, 2018 (the "2018 Trademark Security Agreement") which was recorded with the United States Patent and Trademark Office on January 8, 2019, at Reel 6531, Frame 102, and that certain Trademark Security Agreement (the "2021 Trademark Security Agreement" and together with the 2018 Trademark Security Agreement, the "Trademark Security Agreements" and each a "Trademark Security Agreement") that was recorded with the United States Patent and Trademark Office on April 14, 2021, at Reel 7255, Frame 0083, under which Grantor mortgaged, pledged and hypothecated to the Agent for the benefit of the Lenders, and granted to the Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under its Trademarks and applications therefor listed on Schedule 1 hereto (the "Security Interest");

WHEREAS, Grantor has satisfied the terms of each of the Trademark Security Agreements and requests a specific release of the Security Interests granted and recorded against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, on behalf of itself and the Secured Parties, (i) terminates each Trademark Security Agreement, (ii) releases the Security Interests, any and all liens, any other security interests, right, title and interest the Agent or any Secured Party may have in, to or under the Trademark Collateral (including the items listed on Schedule 1 hereto), (iii) re-assigns to Grantor, any right, title or interest the Agent or any Secured Party may have in, to or under the Trademark Collateral (including the items listed on Schedule 1 hereto) and (iv) hereby authorizes the Grantor or the Grantor's authorized representative or designee to record this Termination and Release with the United States Patent and Trademark Office as evidence of such release and termination

The Grantee hereby authorizes 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 Agent has caused this Release to be executed, on behalf of itself and the Lenders, by its duly authorized representative effective as of the Effective Date.

ECLIPSE BUSINESS CAPITAL LLC

By: Tracy Salyers

Name: Tracy Salyers

Title: Authorized Signatory

SCHEDULE A
TRADEMARK COLLATERAL

Mark	Jurisdiction	App. No.	Registration No.	Status
RUBICON & RRR DESIGN	United States	87201055	5863489	Issued
RUBICON (Standard Characters)	United States	85338836	4093604	Issued
RRR (Stylized Characters and/or with Design)	United States	87201037	5692194	Issued