

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERICA BANK		06/30/2023	Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	NORTHPASS, INC		
Street Address:	6 Upper Pond Road		
City:	Parsippany		
State/Country:	NEW JERSEY		
Postal Code:	07054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5507714	NORTHPASS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464727		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn Hayley Smith		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	50198-5		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	/Hayley Smith/		
DATE SIGNED:	07/01/2023		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release") is made as of June 30, 2023, by COMERICA BANK, a Texas banking association ("Bank") in favor of NORTHPASS, INC., a Delaware corporation ("Grantor") with its principal place of business located at 6 Upper Pond Road, Suite 2, Parsippany, New Jersey 07054.

Recitals

WHEREAS, Grantor and the Bank entered into that certain Loan and Security Agreement, dated March 24, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which Grantor granted to Bank a security interest in certain property including the Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

WHEREAS pursuant to the Loan Agreement, that certain Intellectual Property Security Agreement dated March 24, 2020 (the "IP Security Agreement") was entered into by Grantor and Bank, pursuant to which Grantor has granted to Bank a security interest in all of Grantor's right, title and interest in, to and under certain Intellectual Property Collateral (including Copyrights, Patents, and Trademarks, each as defined in the Loan Agreement), to record the security interest with respect to such certain Intellectual Property Collateral (including Copyrights, Patents, and Trademarks) of Grantor, including, without limitation, those items set forth on Exhibit A hereto, and was recorded with the United States Patent and Trademark Office on March 25, 2020, at Reel/Frame 6900/0197.

WHEREAS Grantor has no outstanding obligations to Bank under the terms of the Loan Agreement, and Bank agrees to release and discharge its security interest in and to the Intellectual Property Collateral.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank agrees that it hereby terminates, discharges and releases its security interest in the Intellectual Property Collateral and hereby releases and reassigns to Grantor, without warranty or recourse, all interest of Bank in the Intellectual Property Collateral; (ii) agrees that it shall execute all other documents and do all other acts reasonably requested by Grantor to relinquish and effect the release of such rights to Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of Bank's rights under the Loan Agreement with respect to the Intellectual Property Collateral.

This Release may be executed in any number of counterparts and by different parties 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. The parties agree that the electronic signature of a party to this Release and each related instrument, document and agreement, shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Release and each related instrument, document and agreement, and that any electronically signed document (including this Release and each related instrument, document and agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request, Grantor shall deliver such original manually executed signatures to Bank).

Capitalized terms used herein without definition shall have the meaning set forth in the Loan Agreement and the IP Security Agreement.

[Signatures Next Page]

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed as of the first date written above.

BANK:

COMERICA BANK

By: Soyol Tushigbat

Name: Soyol Tushigbat

Title: Vice President

39200 Six Mile Road
Livonia, MI 48152

GRANTOR:

NORTHPASS, INC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed as of the first date written above.

BANK:

COMERICA BANK

By: _____

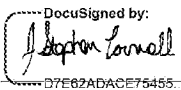
Name: _____

Title: _____

39200 Six Mile Road
Livonia, MI 48152

GRANTOR:

NORTHPASS, INC

By:  _____
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Name: John Stephen Cornwell

Title: Chief Executive Officer

EXHIBIT A
TRADEMARKS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NORTHPASS	5507714	7/3/2018
SCHOOLKEEP	4657839	12/16/2014 *
SCHOOLKEEP	4717458	4/7/2015 *

* Cancelled