

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First-Citizens Bank & Trust Company		07/10/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	VESTWELL HOLDINGS INC.		
Street Address:	1410 Broadway		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87666086	VESTWELL	
Serial Number:	87666089	V VESTWELL	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	08/10/2023		
Total Attachments: 3			
source=Vestwell_Holdings_-_IP#page1.tif			
source=Vestwell_Holdings_-_IP#page2.tif			
source=Vestwell_Holdings_-_IP#page3.tif			

900792330 08/10/2023 CH \$65.00 87666086

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

TERMINATION AND RELEASE dated as of July 10, 2023 from SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("Bank") to VESTWELL HOLDINGS INC., a Delaware corporation ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of September 3, 2021, among the Grantor and Bank (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Grantor has granted a continuing security interest in and continuing lien upon (the "Security Interest") certain collateral to the Bank;

WHEREAS, in connection with that certain Intellectual Property Security Agreement, dated as of September 3, 2021 between the Grantor and Bank (the "Agreement"), the Grantor, by reference to the Loan Agreement, reaffirmed its intent to grant the Security Interest to the Bank specifically in all the trademarks and trademark applications of Grantor which are set forth on Schedule A (the "Trademark Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 9, 2021, at Reel 7417 and Frame 0135;

WHEREAS, the Bank now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

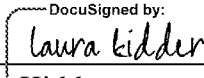
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Bank hereby states as follows:

1. Release of Security Interest. The Bank, without representation or warranty of any kind, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Bank in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Bank has acquired any right, title or interest in and to the Trademark Collateral, the Bank, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

2. Further Assurances. The Bank hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Grantor, and at the sole cost and expense of the Grantor.


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

FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))

By:  _____
Name: Laura Kidder DocuSigned by: AS170AB56460...
Title: Senior Vice President

Schedule A

Trademarks and Trademark Applications

No.	Trademark	Country	Serial Number / Filing Date	Registration Number / Registration Date
1.	VESTWELL	U.S.	87/666,086 Oct. 31, 2017	5,501,628 June 26, 2018
2.		U.S.	87/666,089 Oct. 31, 2017	5,501,629 June 26, 2018