

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banc of California	FORMERLY Pacific Mercantile Bank	05/20/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TrueFire, LLC		
Street Address:	2500 Emerson Avenue South		
City:	St. Petersburg		
State/Country:	FLORIDA		
Postal Code:	33712		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5401707	MUSICIANS.FISH	
Registration Number:	5412056	RIFF A TRUEFIRE JOURNAL	
Registration Number:	3034407	TRUEFIRE	
Registration Number:	5097207	TRUEFIRE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5053954564		
Email:	info@santafeip.com		
Correspondent Name:	SANTA FE IP, LLC		
Address Line 1:	PO BOX 2821		
Address Line 4:	SANTA FE, NEW MEXICO 87504		
ATTORNEY DOCKET NUMBER:	I050-000		
NAME OF SUBMITTER:	Victor E. Johnson		
SIGNATURE:	/Victor E. Johnson/		
DATE SIGNED:	08/12/2023		
Total Attachments: 9			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Termination**"), is dated as of [May] [20], 2022, and made by **BANC OF CALIFORNIA** (fka Pacific Mercantile Bank), (the "**Lender**"), in favor of **TrueFire, LLC**, a Florida Limited liability company (the "**Grantor**").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of December 24, 2020, by and among the Grantor and the Lender (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Intellectual Property Security Agreement**"), the Grantor pledged and granted to the Lender a security interest in and continuing lien all of Grantor's right, title and interest in, to and under certain Intellectual Property, including the trademarks listed on Schedule I;

WHEREAS, the Intellectual Property Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on December 24, 2020 at Reel/Frame 7146/0479.

WHEREAS, the Lender now desires to terminate and release the Intellectual Property Security Agreement and its security interest in the Grantor's Intellectual Property, including the trademarks listed on Schedule I attached hereto.

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, the Lender hereby states as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Intellectual Property Security Agreement.

2. Release of Security Interest. The Lender, on behalf of itself and the Lenders, hereby terminates the Intellectual Property Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Intellectual Property Security Agreement, in the Grantor's Intellectual Property, including (i) the trademarks and servicemarks listed on Schedule I hereto, whether registered or not, and all registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on N/A hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on N/A hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

3. Further Assurances. The Lender hereby authorizes the Grantor or an authorized representative of the Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of the Lender in the Grantor's Intellectual Property and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. The Lender further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably requests (at the Grantor's sole cost and expense) in order to confirm this Termination and the Grantor's right, title and interest in, to and under the Grantor's Intellectual Property.

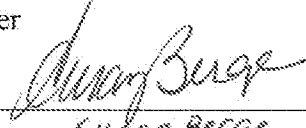
[signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANC OF CALIFORNIA

as Lender

By: _____



Name: _____


Susan Berge

Title: _____

VP, Commercial Loan Servicing Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration No.	Registration Date
MUSICIANS.FISH	5401707	2/13/2018
<small>A TRUEFIRE JOURNAL</small> 	5412056	2/27/2018
TRUEFIRE	3034407	12/27/05
TRUEFIRE	5097207	12/6/16

Trademark Applications:

Trademark	Application Number	Application Date
None		

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 24, 2020, by and among TrueFire, LLC, a Florida limited liability company (the "**Grantor**"), in favor of Pacific Mercantile Bank (the "**Lender**").

WITNESSETH:

WHEREAS, the Grantor is party to a Loan and Security Agreement, dated as of even date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LSA**"), in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the LSA, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the LSA and used herein have the meaning given to them in the LSA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Lender a lien on and security interest in all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks of the Grantor, including the Trademarks listed on Schedule I attached hereto;
- B. all proceeds of any and all of the foregoing; and
- C. all rights to sue for past, present or future infringements thereof.

SECTION 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the LSA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the LSA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the LSA, the provisions of the LSA shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the LSA, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TRUEFIRE, LLC, as Grantor

By: 

Name: Bart Chinnici

Title: Secretary and Treasurer


[Trademark Security Agreement]

TRADEMARK
REEL: 008165 FRAME: 0354

Accepted and Agreed:

PACIFIC MERCANTILE BANK,
as Lender

By: _____


Name: James Lee
Title: SUP

[Trademark Security Agreement]