

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAGO INNOVATION FUND, LLC		08/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DRAPER JAMES, LLC		
Street Address:	33 East 33rd Street, Suite 804		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6108106		
Registration Number:	6108108	D J	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2098717 TM REL		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	08/23/2023		
Total Attachments: 7			

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of August 22, 2023, is executed by **LAGO INNOVATION FUND, LLC**, a Delaware limited liability company (the "Secured Party"), and in favor of **DRAPER JAMES, LLC**, a Delaware limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of September 23, 2020, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of September 23, 2020, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 29, 2020, at Reel/Frame 053922/0519, to evidence the security interest granted under the Loan Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Loan Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on **Exhibit A**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "*Trademarks*");

(b) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on **Exhibit B**, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "*Patents*");

(c) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on **Exhibit C**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

(d) license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

(e) the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party shall record or file this Termination with the Trademark Division of the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

5. Secured Party 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 termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

LAGO INNOVATION FUND, LLC

DocuSigned by:

By: 5ADEE4FC8D2E480...

Name: Tim Gottfried

Title: Managing Member

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A
TRADEMARKS

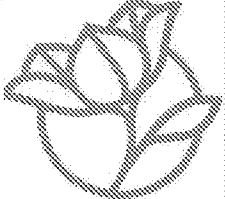

Loan Party	Trademark Description	Country	Status	Application No.	Filing Date	Registration No.	Registration Date
Draper James, LLC		USPTO	Registered			6,108,106	July 21, 2020
Draper James, LLC		USPTO	Registered			6,108,108	July 21, 2020

EXHIBIT B
PATENTS

None.

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D
LICENSES

None.