

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Customers Bank		08/24/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Suzy, Inc.		
Street Address:	228 Park Avenue South, PMB 85529		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88506014	S	
Serial Number:	87560265	ASK SUZY	
Serial Number:	87560238	SUZY	
Registration Number:	4699736		
Registration Number:	3994579	CROWDTAP	
Registration Number:	4042992	CROWDTAP	
Registration Number:	3991154		
Registration Number:	5073893	CROWDTAP PEOPLE-POWERED MARKETING	
Registration Number:	4956886	PEOPLE-POWERED MARKETING PLATFORM	
Registration Number:	4615081	SOCIALSTARS	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7810		
Email:	sguerra@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		

CH \$265.00 88506014

ATTORNEY DOCKET NUMBER:	17206-0000040
NAME OF SUBMITTER:	Muzamil Huq
SIGNATURE:	/mhuq/
DATE SIGNED:	08/29/2023

Total Attachments: 10

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release") dated as of August 24, 2023, made by Customers Bank, a Pennsylvania corporation, as successor in interest to Signature Bank, (together with any successors and permitted assigns thereto, in such capacity, "Bank"), having its principal place of business address at 40 General Warren Blvd, Suite 200, Malvern, PA 19355, is made in favor of Suzy, Inc., a Delaware corporation (the "Grantor"), having its principal place of business address at 228 Park Avenue South, PMB 85529, New York, NY 10003. All capitalized terms used by not otherwise defined herein have the meanings given to them in the Security Documents (as defined below).

WHEREAS, the Grantors are party to that certain (i) Loan and Security Agreement, dated as of August 27, 2019 (the "Loan and Security Agreement"), by and among, the Grantor and the Bank and (ii) Intellectual Property Security Agreement, attached hereto as Exhibit A, dated as of August 27, 2019 (as amended, modified or supplemented prior to the date hereof, the "Intellectual Property Security Agreement") and together with the Loan and Security Agreement, the "Security Documents"), granting Bank security interests in and liens on certain trademarks described therein (the "Trademark Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on August 27, 2019 at Reel 006730, Frame 0419; and

WHEREAS, the Bank now desires to terminate the Security Documents and terminate, release and discharge its security interest in all Trademark Collateral including the United States registered trademarks and trademark applications set forth on Exhibit C thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby:

1. terminates the Security Documents and absolutely, unconditionally and irrevocably terminates, releases, cancels and discharges all pledges, grants, liens and security interests in the Grantor's right, title and interest in, to and under the Trademark Collateral under the Intellectual Property Security Agreement, including the Trademark Collateral identified in Exhibit C thereto;
2. authorizes and requests that this Termination and Release be recorded at the USPTO; and
3. understands and agrees that this Termination and Release may be recorded by or for the Grantor, or its successors or assigns with the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

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

CUSTOMERS BANK, as Bank

By: Kevin R Johnson
Name: Kevin Johnson
Title: SVP

EXHIBIT A

Intellectual Property Security Agreement

(See Attached)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2019, by and between SIGNATURE BANK (“Bank”) and SUZY, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 27, 2019 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above

GRANTOR:

Address of Grantor:


625 Broadway, 9th Floor
New York, NY 10012
Attn: Matthew Britton, CEO

SUZY, INC.

By: _____

Name: _____

Title: _____



Joel Johnson

VP Finance

BANK:

Address of Bank:

565 Fifth Avenue, 12th Floor
New York, New York 10017
Attn: Zack Mansfield

SIGNATURE BANK

By: _____

Name: _____

Title: _____

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[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

625 Broadway, 9th Floor
New York, NY 10012
Attn: Matthew Britton, CEO

SUZY, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

565 Fifth Avenue, 12th Floor
New York, New York 10017
Attn: Zack Mansfield

SIGNATURE BANK

By: Zack M. Mansfield

Name: Zack Mansfield

Title: Managing Director

{Signature Page to Intellectual Property Security Agreement}

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TRADEMARK
REEL: 008180 FRAME: 0250

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Registration No.</u>	<u>File Date</u>
S	88506014	7/9/19
ASK SUZY	87560265	8/8/17
SUZY	87560238	8/8/17
PEOPLE-POWERED MARKETIING PLATFORM	86498791	1/8/15
CROWDTAP PEOPLE-POWERED MARKETIING	86498769	1/8/15
Design	86355298	8/1/14
SOCIALSTARS	86080020	10/1/13
CROWDTAP	85076008	7/1/10
Design	85076002	7/1/10
CROWDTAP	77874285	11/17/09

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