

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838977

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	DECLARATION TO RELEASE BEARCUB ACQUISITIONS LLC (AS SUCCESSOR TO ARES CAPITAL CORPORATION) SECURITY INTEREST RECORDED AGAINST U.S. TRADEMARK REGISTRATION NOS. 3655704 AND 3655700
RESUBMIT DOCUMENT ID:	900788692

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bearcub Acquisitions LLC (as successor to Ares Capital Corporation)		07/25/2023	Limited Liability Company:

RECEIVING PARTY DATA

Name:	CHARGEPOINT, INC.
Street Address:	254 E. Hacienda Ave.
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3655704	CHARGEPOINT
Registration Number:	3655700	CHARGEPOINT

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	095307-10120
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/

DATE SIGNED:	09/13/2023
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Total Attachments: 10

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**DECLARATION IN SUPPORT OF UPDATING THE USPTO ASSIGNMENT RECORDS TO
RELEASE BEARCUB ACQUISITIONS LLC (AS SUCCESSOR TO ARES CAPITAL
CORPORATION), SECURITY INTEREST RECORDED AGAINST U.S. TRADEMARK
REGISTRATION NOS. 3655704 AND 3655700**

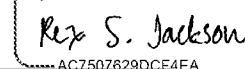
I, Rex Jackson, on information and belief state as follows:

1. I am the Chief Financial Officer of ChargePoint, Inc. (the "Debtor"), the owner of U.S. Reg. Nos. 3655704 and 3655700.
2. On December 24, 2014, the Debtor and Ares Capital Corporation (the "Original Secured Party") entered into a Security Agreement (Intellectual Property) (the "IP Security Agreement"), pursuant to which the Debtor granted a security interest to the Original Secured Party (the "Security Interest"), recorded on January 13, 2015 at Reel/Frame 5540/0342. A corrective assignment to correct the Original Secured Party's address was recorded on November 13, 2017 at Reel/Frame 005440/0342.
3. On November 7, 2017, the Original Secured Party assigned and transferred to Bearcub Acquisitions LLC (the "Successor Secured Party") all of the Original Secured Party's rights, title and interest under the IP Security Agreement, including the Security Interest, all pursuant to an Assignment of IP Security Agreement recorded on November 13, 2017 at Reel/Frame 006204/0102.
4. On July 5, 2018, the Successor Secured Party and the Debtor executed a Payoff Letter (attached hereto as Exhibit A) (the "Payoff Letter"), pursuant to which, among other things, all obligations, covenants, debts and liabilities of the Debtor under the IP Security Agreement were forever automatically and unconditionally paid, satisfied and discharged by the Successor Secured Party (the "Release").
5. In connection with the Payoff Letter and the Release, (i) the Successor Secured Party executed and delivered that certain Confirmation of Receipt of Full Payment of the Payoff Amount, under which the Successor Secured Party confirmed receipt of full payment of the Payoff Amount (as defined in the Payoff Letter) and released the Security Interest (attached hereto as Exhibit B), and (ii) on July 12, 2018, a UCC-3 Financing Statement Amendment No. 2018 4781015 was filed, which terminated the UCC-1 Financing Statement No. 2014 5301478 naming the Successor Secured Party as "Secured Party" therein (attached hereto as Exhibit C).
6. We request that this Declaration be recorded to evidence that the Successor Secured Party's security interest is no longer valid against U.S. Reg. Nos. 3655704 and 3655700.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 7/25/2023

Respectfully Submitted, DocuSigned by:



Name: Rex S. Jackson
Title: Chief Financial Officer

Exhibit A

Payoff Letter



July 5, 2018

ChargePoint, Inc.
1692 Dell Avenue
Campbell, CA 95008

Re: Payoff of Loan and Security Agreement

Reference is hereby made to that certain Loan and Security Agreement (as amended from time to time, the "*Loan Agreement*"), entered into and effective as of December 24, 20014, by and among ChargePoint, Inc., a Delaware corporation (the "*Borrower*"), and Bearcub Acquisitions LLC (the "*Lender*") as successor and assignee of Area Capital Corporation. Capitalized terms used herein, but not otherwise defined, shall have the meaning set forth in the Loan Agreement.

We have been advised that the Borrower intends to pay off all of the indebtedness to the Lender, including principal, accrued and unpaid interest, fees, costs and expenses (collectively, the "*Obligations*") payable under the Loan Agreement. This letter (the "*Payoff Letter*") will confirm that, upon receipt by the Lender of the Payoff Amount (together with any applicable Per Diem Amount; both as defined below) from or on behalf of the Borrower, all of the Obligations shall be paid in full.

Payoff Amount; Wiring Instructions. The "*Payoff Amount*" is U.S. \$ [REDACTED] through and until 1:00 p.m. Eastern time on July 5, 2018 (the "*Payoff Date*"). If Lender does not receive funds in an amount sufficient to repay the Payoff Amount in full by 1:00 p.m. Eastern time on the Payoff Date, additional interest and fees shall accrue and be payable in the amount of U.S. \$ [REDACTED] per day (the "*Per Diem Amount*") until the Payoff Amount is paid in full. The Payoff Amount must be received, in immediately available funds, by 1:00 p.m. Eastern time on the Payoff Date in order for the Borrower to avoid the accrual of the Per Diem Amount. The Payoff Amount and Per Diem Amount quoted herein are effective through the last day of the month.

The Payoff Amount (together with any applicable Per Diem Amount) should be paid by or on behalf of the Borrower by wire transfer in accordance with the following instructions:

Bank Name:	Wells Fargo Bank, NA
Address:	9062 Old Annapolis Road
	Columbia, Maryland 21045
ABA#:	121000248
Account Name:	QDO Clearing
Account #:	[REDACTED]
Reference:	Further Credit to: Hercules Technology Growth Capital, Inc. -- Custodial Account # [REDACTED]
Contact:	Gerard Walili Jr. (650) 600-5419

ChargePoint Payoff Letter 070518

Termination of Obligations. Upon the acceptance of this Payoff Letter by the Borrower as evidenced by their countersignature hereto and Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount), the Lender's commitments to extend further credit to the Borrower under the Loan Agreement shall terminate, all obligations, covenants, debts and liabilities of the Borrower under the Loan Agreement shall forever automatically and unconditionally be paid, satisfied and discharged in full, and the Loan Agreement and all other documents entered into in connection with the Loan Agreement (other than the Warrant) shall be automatically terminated, all liens or security interests granted to secure the obligations under the Loan Agreement shall forever automatically and unconditionally be terminated, satisfied, released and discharged without further action, and all guaranties of the obligations under the Loan Agreement shall automatically terminate. Notwithstanding the foregoing, provisions set forth in Sections 7.5 of the Loan Agreement shall survive the termination of the Loan Agreement, and all Warrants shall continue to be in full force and effect, in each case, in accordance with their respective terms.

Lender's Agreements. Upon the Lender's receipt of the Payoff Amount (together with any applicable Per Diem Amount):

(a) Borrower or any agent or other designee of the Borrower is hereby authorized (i) to file UCC-3 financing statement terminations with respect to each financing statement filed against the Borrower and its Subsidiaries for the benefit of the Lender, including without limitation the UCC-3 financing statement terminations attached hereto as Schedule A, and (ii) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord, tenant, warehouseman or other Person or governmental authority to evidence (and/or reflect on public record) the termination and release of all security interests, pledges, liens, assignments or other encumbrances which the Borrower or any guarantor or other obligor has granted to the Lender to secure the Obligations, and thereafter any contract, agreement, mortgage, commitment to deliver insurance certificates and proceeds and the like executed by any such party in favor of the Lender in connection with the transactions contemplated by the Loan Agreement (other than the Warrant) shall be automatically terminated, without further action of or consent by the Lender.

(b) Lender will immediately return to Borrower for the benefit of the Borrower and its Subsidiaries all of the collateral it has in its possession including, without limitation all promissory notes, certificates representing the Collateral, any transfers therefore and any other instruments.

(c) Lender shall promptly execute and deliver the Termination of Control Agreement attached hereto as Schedule B for each agreement by which Lender obtained control of a deposit account and / or a securities account to terminate its control over such deposit and / or securities account.

(d) Lender shall promptly execute and deliver the Confirmation of Receipt of Full Payment of the Payoff Amount attached hereto as Schedule C.

(e) Lender shall promptly execute and deliver the Intellectual Property Releases attached hereto as Schedule D.

The Lender further agrees that, at any time and from time to time following its receipt of the Payoff Amount, it will promptly execute and deliver such other termination statements or other agreements and instruments in form and substance reasonably satisfactory to the Borrower and take such other actions as the Borrower or its counsel may reasonably request to evidence, effect or reflect on public record the release of the security interests, pledges, liens and other encumbrances granted to the Lender pursuant to the Loan Agreement or any other agreement (other than any Warrants) executed and/or delivered in connection therewith.

ChargePoint Payoff Letter 070518

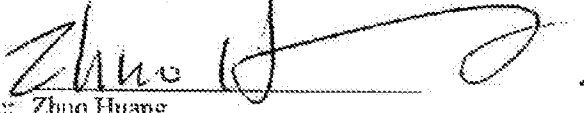
Release. For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "*Released Parties*") from any and all claims, causes of actions, damages and liabilities of any nature whatsoever, known or unknown, which the Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the Payoff Date.

Counterparts; Facsimile Delivery. Lender hereby requests that the Borrower acknowledges its receipt and acceptance of and agreement to the terms and conditions set forth in this Payoff Letter by signing a copy of it in the appropriate space indicated below and returning it to the Lender. This Payoff Letter may be signed by the parties hereto in several counterparts. Delivery of a photocopy or facsimile of an executed counterpart of this Payoff Letter shall be effective as delivery of a manually executed original counterpart of this Payoff Letter.

Governing Law. The validity, construction and effect of this Payoff Letter shall be governed by the laws of the State of California (without giving effect to principles of conflicts of law).


Very truly yours,

Bearcub Acquisitions LLC

By: 
Name: Zhuo Huang
Title: Vice President

ACCEPTED AND AGREED:

ChargePoint, Inc.

By: 
Name: Rex S. Jackson
Title: CFO

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM

Exhibit B

Confirmation of Receipt of Full Payment of Payoff Amount

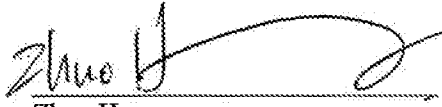
Schedule C



**CONFIRMATION OF RECEIPT OF FULL PAYMENT
OF THE PAYOFF AMOUNT**

By its signature below, the undersigned hereby confirms its receipt of full payment of the Payoff Amount on the Payoff Date and releases its security interest in all of the Collateral as provided in our Payoff Letter dated as of June 28, 2018 (the "*Payoff Letter*") to ChargePoint, Inc. All terms used herein and not defined shall have the meaning attributed to them in the Payoff Letter.

Bearcub Acquisitions LLC

By: 
Name: Zhuo Huang
Title: Vice President

400 HAMILTON AVENUE
SUITE 310
PALO ALTO, CA 94301

650.289.3060
650.473.9194
WWW.HERCULESTECH.COM

Exhibit C

UCC-3 Financing Statement No. 2018 4781015

Delaware Department of State
U.C.C. Filing Section
Filed: 12:38 PM 07/13/2019
U.C.C. Initial Filing No: 2014 5301478
Amendment No: 2018 4581915
Service Request No: 20185630294

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> CSC 881 Stevenson Drive Springfield, IL 62703 800-858-5294 Order #: 1491 81690

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 2014 5301478	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS File: (Item) Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor is Secured Party of record
AND Check one of these three boxes to:
CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c
ADD name: Complete item 7a or 7b, and item 7c
DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME
OR 8b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (one exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME
OR 7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Bearcub Acquisitions LLC
OR 9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
Debtor: ChargePoint, Inc.