

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839607

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900785626		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bearcub Acquisitions LLC (as successor to Ares Capital Corporation)		06/28/2018	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		
<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:	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:	09/15/2023		
Total Attachments: 8			

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ChargePoint, Inc. granted a security interest to Ares Capital Corporation (Reel/Frame 5540/0342; corrective filing recorded at Reel/Frame 5687/0636)

Ares Capital Corporation assigned its security interest to Bearcub Acquisition LLC (Reel/Frame 6204/0102)

Mark	Ser. No.	Reg. No.	Owner
CHARGEPOINT [TM]	77497566	3655704	ChargePoint, Inc.
CHARGEPOINT [TM]	77494377	3655700	ChargePoint, Inc.

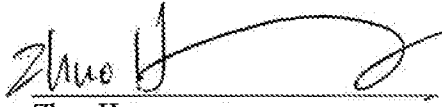
Schedule C



**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



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

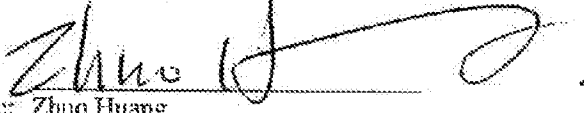
Release. For and in consideration of the agreements of the Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby forever releases and discharges the Lender, each of its respective officers, directors, employees, 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

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. 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

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

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.

UCC FINANCING STATEMENT

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 801 Stevenson Drive Springfield, IL 62703 800-858-5294 Order #: 1491 81473

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ChargePoint, Inc.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 254 East Hacienda Avenue		CITY Campbell	STATE CA	POSTAL CODE 95008
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of items 2 blank, check here and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME MidCap Financial Trust, As Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS c/o MidCap Financial Services, LLC as servicer, 7255 Woodmont Ave., Ste. 200		CITY Bethesda	STATE MD	POSTAL CODE 20814
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor, whether now owned or existing or hereafter acquired or arising and wherever located.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transferring Lessor

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessor/Lessee Consignor/Consignee Seller/Buyer Belles/Balor Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:
File with the DE SOS