

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM840167

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPITAL ONE, NATIONAL ASSOCIATION		09/18/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intelligent Shift, LLC		
<b>Street Address:</b>	12501 Charles Stewart Court		
<b>City:</b>	Fairfax		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22033		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6297023	INTELLIGENT SHIFT	
<b>Registration Number:</b>	6349916	INTELLIGENT AGILE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125935955		
<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>			
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	S. Kareff c/o Schulte Roth & Zabel LLP		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	19th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951-2193		
<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-2193)		
<b>SIGNATURE:</b>	/kc for sk/		
<b>DATE SIGNED:</b>	09/18/2023		
<b>Total Attachments: 4</b>			
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of September 18, 2023, by CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement or the IP Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, Intelligent Shift, LLC, a Virginia limited liability company (“Grantor”), Collateral Agent and other certain parties have entered into that certain Guarantee and Collateral Agreement, dated April 20, 2021 (as from time to time amended, restated, supplemented or other modified, the “Guarantee and Collateral Agreement”);

WHEREAS, Grantor and Collateral Agent are parties to that certain Intellectual Property Security Agreement dated as of April 20, 2021 (as amended, restated, supplemented or otherwise modified, the “IP Security Agreement”) pursuant to which Grantor granted to Collateral Agent a lien on and security interest in, to and under the Trademarks as security for certain obligations owing by Grantor to Collateral Agent;

WHEREAS, the IP Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on April 20, 2021, at Reel 007264, Frame 0402; and

WHEREAS, Grantor has satisfied the obligations secured by the IP Security Agreement and has requested that Collateral Agent release its lien on and security interest in, to and under the Trademarks and reassign any and all rights in the same to Grantor.

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

1. Collateral Agent hereby releases its lien on and security interest in, to and under all of Grantor’s respective right, title and interest in, to and under the following (the “Trademark Collateral”):

- (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ( or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

2. Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in, to and under the Trademark Collateral. Collateral Agent hereby authorizes Grantor (or their designee) to file this Release with the United States Patent and Trademark Office.

3. Collateral Agent agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed as of the day and year first above written.

**CAPITAL ONE, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:




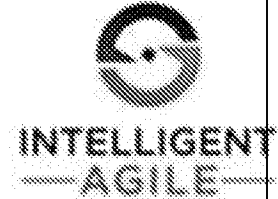
\_\_\_\_\_  
Name: William Panagis  
Title: Duly Authorized Signatory

[Signature Page to TM Security Release]

**TRADEMARK**  
**REEL: 008204 FRAME: 0928**

SCHEDULE I  
TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS:

Mark Name	Mark Image	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
INTELLIGENT SHIFT		USA	Registered	88952115	6/7/2020	6297023	3/16/2021
INTELLIGENT AGILE		USA	Registered	88922768	5/19/2020	6349916	5/11/2021