TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM846500 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVOLUTION CREDIT PARTNERS I, L.P.		09/29/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	AVENU STR IP LLC
Street Address:	5860 Trinity Parkway, Suite 120
City:	Centreville
State/Country:	VIRGINIA
Postal Code:	20120
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5078689	HARMARI

CORRESPONDENCE DATA

Fax Number: 7144285927

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: 714-424-8215

uspto-tm-oc@sheppardmullin.com Email:

Carlo F. Van den Bosch **Correspondent Name:**

Address Line 1: 650 TOWN CENTER DRIVE, 10th Floor Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	27VA-377175	
NAME OF SUBMITTER:	Carlo F. Van den Bosch	
SIGNATURE:	/cfv/	
DATE SIGNED:	10/17/2023	

Total Attachments: 6

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made this 29th day of September, 2023 (the "Release Date") by EVOLUTION CREDIT PARTNERS I, L.P., a Delaware limited partnership with an address of 28 State St., 23rd Floor, Boston, MA 02109, as Administrative Agent (the "Administrative Agent"), for the Secured Parties (such term as used throughout this Release has the meaning ascribed to it in the Credit Agreement referred to below), for the benefit of AVENU STR IP LLC, a Delaware limited liability company with an address of 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (the "Debtor").

WHEREAS, AVENU HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), inter alios, has entered into that certain Credit Agreement, dated as of March 22, 2022, with Administrative Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower, together with the other Grantors from time to time party thereto, has entered into that certain Security Agreement, dated as of March 22, 2022 with Administrative Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Debtor was added as a Grantor thereunder pursuant to that certain Security Agreement Supplement, dated as of February 17, 2023, executed by, inter alios, Debtor in favor of Administrative Agent, for the benefit of the Secured Parties, and pursuant to which Debtor has entered into that certain Intellectual Property Security Agreement, dated as of February 17, 2023, with Administrative Agent (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), pursuant to which the Debtor granted to the Administrative Agent, for the benefit of the Secured Parties, security interests and liens in and to the Collateral of the Debtor, including, without limitation: (a) all Trademarks, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin, (b) all Patents, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon, (c) all Copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof, and including without limitation the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing, and (d) for each Trademark, Patent and Copyright, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout

the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (together with the Trademarks, Patents and Copyrights, the "<u>Intellectual Property</u>");

WHEREAS, Administrative Agent has filed with the United States Patent and Trademark Office (the "<u>USPTO</u>") the IP Security Agreement notice of which was recorded against the Trademarks and Patents as follows:

- USPTO, Trademark Division, Reel/Frame 8014/0953, recorded 03/24/2023; and
- USPTO, Patent Division, Reel/Frame 063164/0440, recorded 03/24/2023; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Administrative Agent release its security interest in the Intellectual Property.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, Administrative Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Intellectual Property granted by the Debtor under the Security Agreement.
- 2. <u>Recordation of Release</u>. The Administrative Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.
- 3. <u>Further Actions</u>. Administrative Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement, Security Agreement and/or the IP Security Agreement, as applicable.

[Signature page(s) to follow.]

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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

EVOLUTION CREDIT PARTNERS I, L.P., as Administrative Agent

By: Evolution Credit Advisors I, L.P., its general partner

By: Evolution Credit Advisors I GP, LLC, its general partner

By:

Name: Midhiel A. Guarnier Title: Managing Member

EXHIBIT A

TRADEMARKS

No.	Title	Serial No.	Filed	Reg. No.	Reg. Date	Owner
1.	HARMARI	86541373	2/20/2015	5078689	11/8/2016	Avenu STR IP LLC

EXHIBIT B

PATENTS

No.	Title	Application No.	Patent No.	Filing Date	Owner
1.	SYSTEM AND	17/839,805	N/A	6/14/2022	Avenu STR IP LLC
	METHOD FOR				
	IDENTIFYING A				
	SHORT TERM				
	RENTAL				
	LOCATION				
	USING				
	MACHINE				
	LEARNING ON				
	IMAGES				

EXHIBIT C

COPYRIGHTS

None.

TRADEMARK REEL: 008229 FRAME: 0999

RECORDED: 10/17/2023