

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		10/17/2023	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	CODESCAN ENTERPRISES, L.L.C.		
Street Address:	548 Market Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88631976	CODESCAN	
Serial Number:	88627691	{/CODE.SCAN}	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2151722 C		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	10/18/2023		
Total Attachments: 7			
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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of October 17, 2023, is executed by **WESTERN ALLIANCE BANK**, an Arizona corporation (the "Secured Party"), and in favor of **CODESCAN ENTERPRISES, L.L.C.**, a Delaware limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of May 28, 2021, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of May 28, 2021, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2023, at Reel/Frame 8063/0875, to evidence the security interest granted under the Loan Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Loan Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on **Exhibit A**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Trademarks**");

(b) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on **Exhibit B**, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

(c) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on **Exhibit C**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

(d) license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

(e) the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party shall record or file this Termination with the Trademark Division of the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

WESTERN ALLIANCE BANK

By: 

Name: Rick Lamoreux

Title: Senior Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

DMS 40072375.3

TRADEMARK
REEL: 008231 FRAME: 0861

EXHIBIT A
TRADEMARKS

Mark / Title	U.S. Serial Number	U.S. Registration Number	USPTO Reference Number	<u>Filing Date:</u>
CODESCAN	N/A	88631976	N/A	JULY 21, 2020
{/code.scan}	N/A	88627691	N/A	JUNE 16, 2020

EXHIBIT B
PATENTS

None.

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D
LICENSES

None.