## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM849366

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Enlightenment Capital Solutions Fund II, L.P., as Agent		10/25/2023	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	ByteCubed LLC
Street Address:	2231 Crystal Drive
Internal Address:	Suite 401
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22202
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5402367	BYTECUBED

#### **CORRESPONDENCE DATA**

Fax Number: 7043311159

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: 7043311000

PTO TMconfirmation@mvalaw.com, Email:

maryelizabethzaldivar@mvalaw.com

**Correspondent Name:** Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Suite 4700, ATTN: IP DEPARTMENT Address Line 2: Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	037547.000073
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	10/27/2023

**Total Attachments: 3** 

**TRADEMARK** REEL: 008241 FRAME: 0396

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 25, 2023 ("<u>Release</u>"), is made by Enlightenment Capital Solutions Fund II, L.P., as Agent ("<u>Agent</u>") in favor of ByteCubed LLC, a Delaware limited liability company ("<u>Obligor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of February 20, 2018 (as amended, modified, extended or restated from time to time, the "Security Agreement") by and among the Obligor, Agent, and others party thereto, Obligor granted to the Agent, for the benefit of the Lenders, a continuing first priority security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to trademarks (including the goodwill associated therewith), including the trademark registrations and trademark applications listed on Schedule A attached hereto (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on February 21, 2018 at Reel 6276 Frame 0745 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Lenders, and Obligor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Agent, on behalf of the Lenders, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates, cancels, discharges, and releases the continuing first priority security interest in, and the right to set off against, any and all right, title and interest of Obligor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Obligor's expense.

**SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Enlightenment Capital Solutions Fund II, L.P., as Agent

Name: Devin Talbott

Title: Managing Partner

### Schedule A

# ByteCubed LLC (Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest
Granted by ByteCubed LLC
In Favor of Enlightenment Capital Solutions Fund II, L.P., as Agent
Recorded February 21, 2018 at Reel 6276 Frame 0745

### **Trademark Registration**

Mark	Reg. No.	Reg. Date
BYTECUBED	5402367	02/13/18

13365073v2

**RECORDED: 10/27/2023** 

TRADEMARK REEL: 008241 FRAME: 0400