

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST-CITIZENS BANK & TRUST COMPANY	FORMERLY SILICON VALLEY BRIDGE BANK, N.A./SILICON VALLEY BANK	10/26/2023	Corporation:

RECEIVING PARTY DATA

Name:	SERMO, INC.
Street Address:	200 Park Avenue South, Ste 1310
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Corporation: DELAWARE
Name:	WORLDONE, INC.
Street Address:	200 Park Avenue South, Ste 1310
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4926930	SERMO

CORRESPONDENCE DATA

Fax Number:

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: 202-469-5558
 Email: Andrea.Simonich@hklaw.com
 Correspondent Name: Andrea Simonich
 Address Line 1: 800 17th Street N.W.
 Address Line 2: Suite 1100
 Address Line 4: Washington, D.C. 20006

OP \$40.00 4926930

ATTORNEY DOCKET NUMBER:	172260.00020
NAME OF SUBMITTER:	Andrea Simonich
SIGNATURE:	/Andrea Simonich/
DATE SIGNED:	10/30/2023

Total Attachments: 18

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of October 26, 2023 (this “Release”), is made by **FIRST-CITIZENS BANK & TRUST COMPANY (SUCCESSOR BY PURCHASE TO THE FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR SILICON VALLEY BRIDGE BANK, N.A. (AS SUCCESSOR TO SILICON VALLEY BANK))** (“Bank”) in favor of **SERMO, INC.**, a Delaware corporation (“Sermo”), and **WORLDONE, INC.**, a North Carolina corporation (“WorldOne”, and together with Sermo, the “Grantors”).

WHEREAS, in connection with that certain Loan and Security Agreement, dated July 7, 2020 (the “Loan Agreement”), by and among Bank, Sermo Bidco Limited, a private limited company registered under the laws of England and Wales under company number 11755969, WorldOne Research Limited, a private limited company registered under the laws of England and Wales under company number 03983598, and Grantors, Grantors granted the Bank a security interest in all of Grantors’ right, title and interest to and under the Collateral (as defined in the Loan Agreement);

WHEREAS, in connection with the Loan Agreement and in furtherance of the grant of the security interest in the Collateral, on July 7, 2020 the Bank and Grantors entered into that certain Intellectual Property Security Agreement (the “IP Security Agreement”), a copy of which is attached hereto as Annex I, whereby the Grantors granted the Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property constituting the Collateral, as further defined and set forth in the IP Security Agreement (the “Intellectual Property Collateral”);

WHEREAS, as provided for in the IP Security Agreement, the Bank recorded the IP Security Agreement at the United States Patent and Trademark Office (“USPTO”) and the United States Copyright Office (“USCO”), and with respect to the Trademarks was recorded on July 7, 2020 at Reel 6992 Frame 0402, with respect to the Patents was recorded on July 7, 2020 at Reel 053140 Frame 0425, and with respect to the Copyrights was recorded on July 21, 2020 at document number V9990D841 (the foregoing recordings, collectively, the “Notice”); and

WHEREAS, the Bank desires to release all of its interests in the Intellectual Property Collateral and otherwise under the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Bank, without representation, warranty, or recourse, hereby:

- (a) terminates, cancels, discharges, and releases its continuing lien and all of its security interest in, and the right to set off against, any and all right, title and interest of Grantors in and to the Intellectual Property Collateral, including, but not limited to, the Trademarks, Patents and Copyrights listed on Schedule A attached hereto, granted pursuant to the IP Security Agreement or Notice, and hereby re-assigns, re-transfers and re-conveys, **WITHOUT REPRESENTATION OR WARRANTY AND WITHOUT RECOURSE TO BANK**, to Grantors any and all right, title or interest the Bank may have in and to Grantors' Intellectual Property Collateral, together with all of the goodwill associated therewith;
- (b) terminates the IP Security Agreement; and
- (c) authorizes the recordation of this Release with the USPTO and USCO, at Grantors' expense, authorizes Grantors (personally or through designees and at Grantors' expense) to take all other actions reasonably necessary or appropriate to release and terminate any and all security interests, rights or title Grantors granted to Bank under the IP Security Agreement and with respect to the Intellectual Property Collateral, and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as Grantors may reasonably request, at Grantors' cost and expense, in order to perfect, confirm or evidence the release set forth herein and the purposes and intent of this Release.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.

SECTION 4. Execution in Counterparts. This Release may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Release. Each party hereto may execute this Release by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution hereof.

SECTION 5. Successors and Assigns. This Release will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signatures on following page]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed as of the date first set forth above.

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY

By: Erika Daukas

Name: Erika Daukas

Title: Vice President

Agreed to and acknowledged by:

GRANTORS:

SERMO, INC.

By: _____

Name:

Title:

WORLDONE, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed as of the date first set forth above.

BANK:

FIRST-CITIZENS BANK & TRUST COMPANY

By: _____


Name:

Title:

Agreed to and acknowledged by:

GRANTORS:

SERMO, INC.

By: _____ 

Name: Peter Kirk

Title: CEO

WORLDONE, INC.

By: _____ 

Name: Peter Kirk

Title: CEO

SCHEDULE A

Trademarks

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status	Security Interest to be Terminated
SERMIO	USA	Sermo, Inc.	03/29/2016	4926930	Live	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 6992/0402

TRADEMARK

REEL: 008242 FRAME: 0651

Patents

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Security Interest to be Terminated
Community moderated information	USA	Sermo, Inc.	09/25/2018	10083420	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an information brokering services	USA	Sermo, Inc.	(06/24/2019)	(16450924)	Pending	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an information brokering service	USA	Sermo, Inc.	12/17/2019	10510087	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Security Interest to be Terminated
Method and apparatus for conducting an information brokering service	USA	Sermo, Inc.	09/13/2011	8019637	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an information brokering service	USA	Sermo, Inc.	08/07/2012	8239240	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an online information service	USA	Sermo, Inc.	09/13/2011	8019639	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an information brokering service	USA	Sermo, Inc.	04/17/2012	8160915	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425
Method and apparatus for conducting an information brokering service	USA	Sermo, Inc.	01/07/2014	8626561	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425

TRADEMARK

REEL: 008242 FRAME: 0652

Patent Name	Jurisdiction	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Status	Security Interest to be Terminated
System and method for concept discovery with online information environments	USA	WorldOne Inc	11/19/2019	10482427	Active	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/07/2020 at reel/frame 053140/0425

Copyrights

Title	Owner	Reg. Date	Reg. No.	Security Interest to be Terminated
Balloon Image.	Sermo, Inc.	06/03/2008	VA0001633319	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For Information Community version 11/20/2006 TX.	Sermo, Inc.	06/04/2008	TX0006851358	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For information Community version 11/20/2006 VA.	Sermo, Inc.	06/04/2008	VA0001635606	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For Information Community version 4/16/2008 TX.	Sermo, Inc.	06/04/2008	TX0006851345	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For Information Community version 4/16/2008 VA.	Sermo, Inc.	06/04/2008	VA0001635600	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For Information Community version 6/8/2006 TX.	Sermo, Inc.	06/04/2008	TX0006851352	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841
Display Screens For Information Community version 6/8/2006 VA.	Sermo, Inc.	06/04/2008	VA0001635605	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841

TRADEMARK

REEL: 008242 FRAME: 0653

Title	Owner	Reg. Date	Reg. No.	Security Interest to be Terminated
Jobs Board Movie.	Sermo, Inc	06/18/2008	PA0001599071	Outstanding security interest between WorldOne, Inc., Sermo, Inc. and Silicon Valley Bank recorded on 07/21/2020 at document number V9990D841

ANNEX I

IP SECURITY AGREEMENT

[See attached]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 7, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **WORLDONE, INC.**, a North Carolina corporation (“**WorldOne US**”), **SERMO, INC.**, a Delaware corporation (“**Sermo**”), each with its principal place of business located at 200 Park Avenue South, Ste 1310, New York, New York 10003 (WorldOne US, and Sermo are referred to herein, individually and collectively, as the context requires, jointly and severally, as “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, among others (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, **SERMO BIDCO LIMITED**, a private limited company registered under the laws of England and Wales under company number 11755969, **WORLDONE RESEARCH LIMITED**, a private limited company registered under the laws of England and Wales under company number 03983598, and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s Obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof,

whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to, upon the occurrence and during the continuance of an Event of Default, sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a

duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

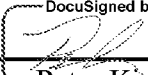
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

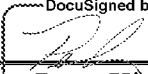
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WORLDONE, INC.

DocuSigned by:
By: 
Name: Peter Kirk
Title: Chief Executive Officer

SERMO, INC.

DocuSigned by:
By: 
Name: Peter Kirk
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

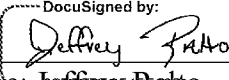
DocuSigned by:
By: 
Name: Jeffrey Pardo
Title: Vice President

EXHIBIT A

Copyrights

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Sermo, Inc.	Jobs Board Movie.	PA0001599071	2008-06-18
Sermo, Inc.	Display Screens For Information Community version 4/16/2008 TX.	TX0006851345	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 6/8/2006 TX.	TX0006851352	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 11/20/2006 TX.	TX0006851358	2008-06-04
Sermo, Inc.	Balloon Image.	VA0001633319	2008-06-03
Sermo, Inc.	Display Screens For Information Community version 4/16/2008 VA.	VA0001635600	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 6/8/2006 VA.	VA0001635605	2008-06-04
Sermo, Inc.	Display Screens For Information Community version 11/20/2006 VA.	VA0001635606	2008-06-04

EXHIBIT B

Patents

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	10,482,427	2019-11-19
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	14/202285	2014-3-10
WorldOne, Inc.	SYSTEM AND METHOD FOR CONCEPT DISCOVERY WITH ONLINE INFORMATION ENVIRONMENTS	14/202264	2014-3-10
Sermo, Inc.	COMMUNITY MODERATED INFORMATION	US10083420B2	2018-09-25
Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICE	WO2007008556 (A2)	
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,019,637	2011-9-13
Sermo, Inc.	Method and apparatus for conducting an online information service	8,019,639	2011-9-13
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,160,915	2012-4-17
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,239,240	2012-8-7
Sermo, Inc.	Method and apparatus for conducting an information brokering service	8,626,561	2014-1-7
Sermo, Inc.	Method and apparatus for conducting an information brokering service	10,510,087	2019-12-17

Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICE	14/148136	2014-1-6
Sermo, Inc.	METHOD AND APPARATUS FOR CONDUCTING AN INFORMATION BROKERING SERVICES	16/450924	2019-6-24

EXHIBIT C

Trademarks

<u>Company</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Jurisdiction</u>
WorldOne, Inc.	MNOW	1135192	19-APR-2012	International Register designating Switzerland, the United States, the EU, Croatia, Iceland, Norway, Russia, Turkey.
Sermo, Inc.	SERMO	4926930	29-MARCH-2016	United States
Sermo, Inc.	SERMO	TMA785369	17-DEC-2010	Canada
Sermo, Inc.	KNOW MORE. KNOW EARLIER	TMA734690	18-FEB-2009	Canada
Sermo, Inc.	SERMO	TMA780880	27-OCT-2010	Canada
Sermo, Inc.	SERMO	7149875	09-SEP-2009	EU trade marks
Sermo, Inc.	SERMO	5209739	03-DEC-2008	EU trade marks
Sermo, Inc.	SERMO	1534222	04-JAN-2013	Australia
Sermo, Inc.	sermo	1534223	04-JAN-2013	Australia

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.