TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM857667

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest at Reel/Frame 7490/0835

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stifel Bank		12/01/2023	Chartered Bank: MISSOURI

RECEIVING PARTY DATA

Name:	Handoff Technologies, Inc.
Street Address:	420 Linden Street, Ste 200
City:	Ft Collins
State/Country:	COLORADO
Postal Code:	80524
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Registration Number:	6056612	HANDOFF		

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	113397-0060-007
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	12/01/2023

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is executed as of December 1, 2023, by Stifel Bank ("Lender") in favor of Handoff Technologies, Inc. ("Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of November 5, 2021 (the "Security Agreement"), by and between Lender and Grantor, Grantor granted to Lender a security interest in certain intellectual property, including without limitation the trademarks identified on Exhibit A attached hereto (the "Intellectual Property");

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 10, 2021, at Reel/Frame 7490/0835; and

WHEREAS, Grantor has requested that Lender release, and Lender is willing to release, its lien on, security interest in, and any other right, title, and interest it may have in, to, and under the Intellectual Property.

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

- 1. <u>Release of Security Interest</u>. Lender hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Intellectual Property granted by Grantor and agrees and acknowledges that all of the rights and interests of Lender to the Intellectual Property are hereby terminated and released.
- 2. <u>Recordation of Release</u>. Lender understands and agrees that this Release may be recorded by or for Grantor with the United States Patent and Trademark Office and the United States Copyright Office and any cost and expense of such recordation shall be borne solely by Grantor.
- 3. <u>Further Actions</u>. Lender further agrees to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required to effect the release of Lender's security interest in the collateral described herein, <u>provided that</u> any necessary documents are to be prepared by counsel to Lender and the cost and expense of such documents and actions shall be borne solely by Grantor.
- 4. <u>Governing Law</u>. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States of America 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).

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized representative as of the date first written above.

Stifel Bank

Alan Faulkner

Name: Alan Faulkner

Title: Managing Director

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

EXHIBIT A

CONTRICAT	
Copyright	S

None.

Trademarks

Туре	Grantor/Owner	Mark	Jurisdiction	Registration No.	Registration Date
Registered Trademark	Handoff Technologies, Inc.	Handoff	United States	6056612	5/19/2020

Patents

None.

RECORDED: 12/01/2023