

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC, as Collateral Agent		12/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	merka, Inc.		
Street Address:	113 Cherry St, PMB 155051		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5471366	MERKA	
Registration Number:	5310955	MERKA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/20/2023		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of December 20, 2023 (this "Release") is made by VICTORY PARK MANAGEMENT, LLC, acting in its capacity as administrative agent and collateral agent for certain Lenders (as defined in the Financing Agreement referred to below) (in such capacity, the "Collateral Agent"), with respect to that certain Trademark Security Agreement, dated as of December 18, 2020 by and among MERKA, INC., (the "Grantor") and the Collateral Agent (as amended, restated, supplemented or modified and in effect from time to time, the "Trademark Security Agreement"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement and/or the Security Agreement referred to below, as applicable.

WHEREAS, the Grantor, the Lenders, the Collateral Agent, are parties to that certain Financing Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the "Financing Agreement");

WHEREAS, in connection with the Financing Agreement, Grantor entered into that certain Pledge and Security Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Collateral Agent and Secured Agent;

WHEREAS, in connection with the Security Agreement, Grantor and the Collateral Agent entered into the Trademark Security Agreement, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien upon and security interest in, all of Grantor's right, title and interest in and to certain Trademarks and Trademark Collateral, including the Trademarks set forth on the attached Schedule I;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office December 18, 2020 at reel 7139, frame 0772;

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Trademarks and the Trademark Collateral; and

WHEREAS, Grantor has requested and the Collateral Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademarks and the Trademark Collateral, this Release.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Collateral Agent terminates and releases its security interest in:

1. all of its United States and foreign trademarks and trademark applications, including, without limitation, all United States federally registered trademarks and trademark applications referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. all of its trademark licenses, including, without limitation all of its trademark licenses listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

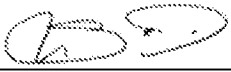
3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of the trademarks referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COLLATERAL AGENT:

VICTORY PARK MANAGEMENT, LLC

By:  _____
Name: Scott R. Zemnick
Title: Manager

SCHEDULE 1
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
MERKA, INC.	MERKA	5471366	5/15/18	87535920	7/20/17	Registered
MERKA, INC.	MERKA	5310955	10/17/17	87386995	3/27/17	Registered