

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		01/26/2024	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	PICO QUANTITATIVE TRADING LLC		
Street Address:	32 Old Slip, Suite 1601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6802821	SPRYWARE	
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>			
Email:	jgu@cooley.com		
Correspondent Name:	Jennifer Gu c/o Cooley LLP		
Address Line 1:	3175 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	305983-1142		
NAME OF SUBMITTER:	Jennifer Gu		
SIGNATURE:	/Jennifer Gu/		
DATE SIGNED:	01/29/2024		
Total Attachments: 3			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of January 26, 2024 (“Release”), is made by **WESTERN ALLIANCE BANK**, an Arizona corporation (the “Lender”), in favor of **PICO QUANTITATIVE TRADING LLC**, a New York limited liability company (“Grantor”).

WHEREAS, pursuant to that certain (i) Loan and Security Agreement, dated as of February 7, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantor, the other Borrowers party thereto and Lender, and (ii) that certain Trademark Security Agreement, dated as of July 30, 2021, by and between Lender and Grantor (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “TSA”, and together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to the Lender a security interest in the trademark collateral (as described in the TSA under the caption “Grant of Security Interest in Trademark Collateral”); and

WHEREAS, the TSA was recorded with the US Patent and Trademark Office (“USPTO”) on July 31, 2021 at Reel No. 7372, Frame No. 0063, for the trademarks listed on Schedule I attached hereto.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Lender hereby agrees as follows:

SECTION 1. Termination and Release. The Lender, without representation, warranty, or recourse, hereby:


- (a) terminates the TSA, cancels, discharges, and releases the pledge, liens on and security interests in all right, title, and interest in, to and under all of Grantor’s Trademarks (as defined in the Loan Agreement) listed on Schedule I attached hereto;
- (b) re-assigns, grants and re-conveys to Grantor all right, title, and interest in, to and under all of Grantor’s Trademarks listed on Schedule I attached hereto;
- (c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense; and
- (d) agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor, at Grantor’s expense, to fully effectuate the purposes of this Release.

SECTION 2. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

[Signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Trademark Security Interest to be duly executed as of the date first set forth above.

WESTERN ALLIANCE BANK, as the Lender

By: 

Name: Eric Tulipano

Title: Vice President

Address:

Western Alliance Bank
55 Almaden Blvd., Suite 100
San Jose, CA 95113
TEL: (408) 556-6501
FAX: (408) 282-1681

[Signature Page to Termination and Release of Trademark Security Interest]

SCHEDULE I
to
TERMINATION AND RELEASE AND OF
TRADEMARK SECURITY INTEREST

TRADEMARK REGISTRATION

Trademark Registration:

Trademark	Registration No.	Registration Date	Owner/Applicant
SPRYWARE	6,802,821	July 26, 2022	Pico Quantitative Trading LLC