

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI37433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/18/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Steton Technology Group, Inc.		
Street Address:	2890 E. Cottonwood Pkwy		
Internal Address:	Suite 250		
City:	Salt Lake		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2627812	STETON QUALITY SUITE	
Registration Number:	2600776	MOBILE REPORTER	
Registration Number:	2581805	MOBILE AUDITOR	
Registration Number:	2647507	MOBILE MANAGER	
Registration Number:	2856413	STETON SAFETY SUITE	
Registration Number:	2900246	STETON	
Registration Number:	2870142	STETON DATA ENGINE	
Registration Number:	3631143	MOBILE MANAGER	
Registration Number:	5106438	RIZEPOINT	
Registration Number:	6889812	RIZEPOINT	
Registration Number:	5242970	RIZEPOINT	
Registration Number:	5378312	RIZEPOINT BRAND EXPERIENCE	
Registration Number:	5369726	VOQ	
Registration Number:	5378592	VOQ	
Registration Number:	5378600	VOC	
Registration Number:	5830892	VOE	
CORRESPONDENCE DATA			

CH \$415.00.00 76257107

Fax Number: 7036108686

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: 7037380155

Email: awahba@milesstockbridge.com,ewortham@milesstockbridge.com

Correspondent Name: Andrew W. Wahba Esq.

Address Line 1: Miles & Stockbridge P.C.

Address Line 2: Suite 1500

Address Line 4: Tysons Corner, VIRGINIA 22120

ATTORNEY DOCKET NUMBER:	103282-5
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NAME OF SUBMITTER:	Earlene Wortham
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SIGNATURE:	Earlene Wortham
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DATE SIGNED:	02/20/2024
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Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of June 18, 2020 and granted by SILICON VALLEY BANK, a California corporation ("Assignor") and STETON TECHNOLOGY GROUP, INC. having changed its name to RIZEPOINT, INC., a Utah corporation ("Assignee"), and its successors and assigns.

WHEREAS, pursuant to all prior agreements (the "**Agreements**") and payment-in-full of any and all debts between Assignor and Assignee, Assignor consents to this Release in order to effectuate, evidence, and record the release and reassignment to the Assignee of any and all right, title, and interest in the intellectual property listed in Exhibit A.

WHEREAS, pursuant to the Pay-Off Letter dated June 12, 2020 attached hereto as Exhibit B, Assignor authorized Assignee to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Assignor's security interests in any of Assignee's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guaranteed the Obligations or provided collateral security therefore.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby states as follows:


1. Release of Security Interest. Assignor, its successors and assigns, hereby terminates, releases, and discharges any and all security interests that it may have pursuant to the Agreements in any and all right, title, and interest that it may have in the intellectual property of the Assignee, including the intellectual property listed in Exhibit A, and reassigns to the Assignee any and all right, title, and interest that it may have in the intellectual property, including the intellectual property listed in Exhibit A, including any and all patents, patent applications and other patent rights, any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, any and all copyrights, copyright applications and registrations, and like protections,

2. Further Assurances. Assignor agrees to take all further actions, and provide to the Assignee, and its successors and assigns, such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Assignee, its successors and assigns, may reasonably request in order to confirm, effectuate, or record this Release.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK

By: 

RIZEPOINT, INC. (formerly known as
STETON TECHNOLOGY GROUP, INC.)

Name: Derek Beckstead

Title: CFO

EXHIBIT A
TRADEMARKS

Serial No.	Reg. No	Word Mark	Status	Recorded Assignee	Recorded Lien
76257107	2627812	STETON QUALITY SUITE	DEAD	Steton Technology Group, Inc	Y
76257638	2600776	MOBILE REPORTER	DEAD	RIZEPOINT, INC.	Y
76258827	2581805	MOBILE AUDITOR	LIVE	RIZEPOINT, INC.	Y
76263476	2647507	MOBILE MANAGER	LIVE	RIZEPOINT, INC.	Y
76394195	2856413	STETON SAFETY SUITE	LIVE	RIZEPOINT, INC.	Y
76394409	2900246	STETON	LIVE	RIZEPOINT, INC.	Y
76411321	2870142	STETON DATA ENGINE	LIVE	RIZEPOINT, INC.	Y
76411369	N/A	STETON WEB AUDITOR	DEAD	None Recorded	N
76411370	N/A	STETON FOOD SAFETY MONITOR	DEAD	None Recorded	N
77604557	3631143	MOBILE MANAGER	DEAD	Steton Technology Group, Inc	Y
78425747	2994758	SQS	DEAD	None Recorded	N
85741054	N/A	ANSWER CLOUD	DEAD	None Recorded	N
86864572	N/A	RIZE	DEAD	None Recorded	N
86864583	5106438	RIZEPOINT	LIVE	RIZEPOINT, INC.	Y
86959633	RIZE POINT	TSDR	DEAD	None Recorded	N
86979297	6889812	RIZEPOINT	LIVE	RIZEPOINT, INC.	Y
86980163	N/A	RIZE POINT	DEAD	None Recorded	N
87165146	5242970	RIZEPOINT	LIVE	RIZEPOINT, INC.	Y
87208506	N/A	RIZEPOINT SENTINEL	DEAD	Steton Technology Group, Inc	Y
87246618	N/A	RIZEPOINT HAWK	DEAD	Steton Technology Group, Inc	Y
87472339	5378312	RIZEPOINT BRAND EXPERIENCE	LIVE	RIZEPOINT, INC.	Y
87477136	5369726	VOQ	LIVE	RIZEPOINT, INC.	Y
87477591	5378592	VOQ	LIVE	RIZEPOINT, INC.	Y
87477746	5378600	VOC	LIVE	RIZEPOINT, INC.	Y
87477850	5830892	VOE	LIVE	RIZEPOINT, INC.	Y
90807178	6812225	IGNITE	LIVE	RIZEPOINT, INC.	N
90807182	6812226	IGNITE	LIVE	RIZEPOINT, INC.	N
90807186	6812227	N/A -Symbol	LIVE	RIZEPOINT, INC.	N
90807188	6812228	N/A -Symbol	LIVE	RIZEPOINT, INC.	N

EXHIBIT B
PAY-OFF LETTER

[Attached]



Silicon Valley Bank

June 12, 2020

Steton Technology Group, Inc.
2890 E Cottonwood Pkwy, Suite 250
Salt Lake, UT 84121
Attn: Chris Heaton

Re: Pay-Off Letter

Dear Chris Heaton:

We refer to the Second Amended and Restated Loan and Security Agreement dated as of **August 07, 2018** (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between **Steton Technology Group, Inc.**, a ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of **June 12, 2020** (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Loan 1808240849

Principal	\$	[REDACTED]
Interest	\$	[REDACTED]
Statement Fee	\$	[REDACTED]
Total	\$	[REDACTED]

Loan 1100397924

Principal	\$	[REDACTED]
Interest	\$	[REDACTED]
Total	\$	[REDACTED]

Total Amount Owing \$ [REDACTED]

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$ [REDACTED]. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.



This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
ABA Routing No. [REDACTED]
Account No. [REDACTED]
Reference: **STETON TECHNOLOGY GROUP, INC. - LOAN PAYOFF**

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) [except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery



of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

Acknowledged by:

SILICON VALLEY BANK

STETON TECHNOLOGY GROUP, INC.

By: Jayson Davis
Name: Jayson Davis
Title: Managing Director

By: Chris Heaton
Name: Chris Heaton
Title: CEO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____



Exhibit A

Bank Services Agreements

- 1) Business credit card program

