

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI40440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest - Mezzanine Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company, as successor in interest to Silicon Valley Bank, as Agent		02/16/2024	Other: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	A PLACE FOR ROVER, INC.		
Street Address:	720 Olive Way Ste 1900		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85519439	ROVER	
Serial Number:	85834566	SLEEPOVER ROVER	
Serial Number:	85972688	ROVER.COM. WHERE DOGS BEG TO STAY.	
Serial Number:	86348502	ROVER.COM DOG LOVERS FOR HIRE	
Serial Number:	86832450	ROVER	
Serial Number:	86841189	ROVER	
Serial Number:	87500177	THE DOG PEOPLE	
Serial Number:	87500180	ROVER.COM THE DOG PEOPLE	
Serial Number:	87559110	DAILY TREAT	
Serial Number:	88092484	ROVER NOW	
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>			
Phone:	4159472169		
Email:	qluflood@wsgr.com		
Correspondent Name:	Qui Flood		

CH \$265.00.00 85519439

Address Line 1: One Market Plaza, Spear Tower, Suite 3300
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 41705.044

NAME OF SUBMITTER: Qui Flood

SIGNATURE: Qui Flood

DATE SIGNED: 02/21/2024

Total Attachments: 7

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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this “Termination”), dated as of February 16, 2024, is executed by SILICON VALLEY BANK, a division of First-Citizens Bank & Trust Company, as successor in interest to Silicon Valley Bank, in its capacity as administrative agent and collateral agent under the Mezzanine Loan Agreement described below (“Agent”), in favor of A PLACE FOR ROVER, INC., a Delaware corporation (“Grantor”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain (i) Mezzanine Loan and Security Agreement, dated as of August 5, 2019 (the “Mezzanine Loan Agreement”), and (ii) Intellectual Property Security Agreement, dated as of August 5, 2019 (“Security Agreement”), executed by Grantor in favor of Agent, Grantor granted to Agent, on behalf and for the benefit of the lenders under the Mezzanine Loan Agreement, a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on August 6, 2019 at Reel 6713 and Frame 0711, to evidence the security interest granted under the Security Agreement.

C. Agent agrees to terminate and release its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent’s right, title and interest in pursuant to the Security Agreement, to and under the following (collectively, the “IP Collateral”):

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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 for on Exhibit A attached hereto (collectively, the “Copyrights”);

(ii) 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;

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

(iv) 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”);

(v) 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”);

(vi) 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”);

(vii) 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 sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) 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;

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

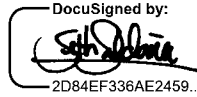
(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Agent authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

FIRST-CITIZENS BANK & TRUST COMPANY,
as successor in interest to Silicon Valley Bank,
in its capacity as administrative agent and collateral agent

DocuSigned by:

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Name: Seth Saldana

Title: Director, Corporate Banking

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
HTML underlying Rover.com website.	TX0008205399	06/12/2016

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
ROVER	85519439	01/18/2012	4493276	03/11/2014
SLEEPOVER ROVER	85834566	01/28/2013	4465003	01/14/2014
ROVER.COM. WHERE DOGS BEG TO STAY.	85972688	06/28/2013	4625797	10/21/2014
ROVER.COM DOG LOVERS FOR HIRE	86348502	07/25/2014	4699374	03/10/2015
ROVER	86832450	11/25/2015	5420867	03/13/2018
ROVER	86841189	12/07/2015	5343747	11/28/2017
THE DOG PEOPLE	87500177	06/21/2017	6059098	05/19/2020
ROVER.COM THE DOG PEOPLE	87500180	06/21/2017	6048010	05/05/2020
DAILY TREAT	87559110	08/07/2017	5427288	03/20/2018
ROVER NOW	88092484	08/24/2018	-	-

EXHIBIT D

Mask Works

None.