

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM151327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First-Citizens Bank & Trust Company		02/26/2024	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Countable Corp.		
Street Address:	2201 Broadway		
Internal Address:	4th Floor		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4655274	COUNTABLE	
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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2275567 ks		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	02/26/2024		
Total Attachments: 4			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks (this “**Release**”) is made and effective as of February 26, 2024 (the “**Release Effective Date**”) and granted by Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) (“**Bank**”) in favor of Countable Corp., a Delaware corporation (the “**Grantor**”); and has reference to the following facts and circumstances (the “**Recitals**”):

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 29, 2022, as amended by that certain First Amendment to Loan and Security Agreement dated as of October 9, 2023 (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”).

B. As described in the Intellectual Property Security Agreement dated as of October 9, 2023, executed by Grantor in favor of Bank (the “**IP Security Agreement**”), Grantor granted to Bank a security interest in and lien on all of its right, title and interest in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement). The IP Security Agreement was recorded with the United States Patent and Trademark Office on October 12, 2023 at Reel/Frame numbers 7432/0983.

C. The Grantor has requested that Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest that Bank may have in, to and under that certain trademark described on Schedule 1 hereto.

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

1. **Recitals.** The Recitals are true and correct, and, together with the defined terms set forth herein, are incorporated by this reference.

2. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement and the Loan Agreement, as applicable.

3. **Release of Security Interest.** Bank hereby releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all of Grantor’s right, title and interest in, to and under the trademark described in Schedule 1, and hereby reassigns to the Grantor any and all right, title and interest that it may have, in, to and under such trademark. Bank has executed this Release in favor of the Grantor as of the Release Effective Date.

4. **Governing Law.** This Release and any claim, controversy or dispute arising

under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

5. **Limitation of Release.** Nothing contained herein shall be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document, or a release of any IP Collateral other than the trademark described on Schedule 1.

*[Remainder of Page Intentionally Left Blank,
Signature Page Follows]*

IN WITNESS WHEREOF, Bank has caused this Release of Security Interests in Trademarks to be duly executed and delivered as of the date first written above.

FIRST-CITIZENS BANK & TRUST COMPANY

DocuSigned by:
Bryce Gerber
By: 80E9A563AE2445B
Name: Bryce Gerber
Title: Director

[Signature page to Release]

TRADEMARK
REEL: 008354 FRAME: 0070

Schedule 1

Trademarks

MARK	FILED	REGISTERED	COUNTRY	APPLICATION	REGISTRATION	RECORD OWNER
COUNTABLE	November 12, 2013	December 16, 2014	US	86116020	4655274	Countable Corp.