

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM187860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		03/08/2024	Corporation: ARIZONA
RECEIVING PARTY DATA			
Company Name:	SPEAR TECHNOLOGIES, LLC		
Street Address:	1600 Stout Street, Suite 1600		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90510500	SPEARCLAIMS	
Serial Number:	90511122	SPEARPOLICY	
Serial Number:	90511154	SPEAR TECHNOLOGIES	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2282202 TM1		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	03/12/2024		
Total Attachments: 7			
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TERMINATION AND RELEASE OF
AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This Termination and Release of Amended and Restated Intellectual Property Security Agreement (this "Termination") dated as of March 8, 2024, is executed by **WESTERN ALLIANCE BANK**, an Arizona corporation (the "Secured Party"), and in favor of **SPEAR TECHNOLOGIES, LLC**, a Delaware limited liability company ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Amended and Restated Intellectual Property Security Agreement, dated as of October 13, 2022, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of October 7, 2022, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), Grantor granted to Secured Party a security interest in the Intellectual Property Collateral (defined below).

B. The Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 14, 2022, at Reel/Frame 7868/0197, to evidence the security interest granted under the Loan Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property Collateral specified below.

AGREEMENT

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

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property Collateral, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property Collateral (as defined in the Loan Agreement), including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement and/or Loan Agreement:

(a) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on **Exhibit A**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Trademarks**");

(b) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on **Exhibit B**, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively, the "**Patents**");

(c) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on **Exhibit C**, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**");

(d) license agreements for Trademarks, Patents and Copyrights, whether such Loan Party is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit D** and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Loan Party and now or hereafter covered by such licenses (collectively, the "**Licenses**"); and

(e) the goodwill of such Loan Party's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party shall record or file this Termination with the Trademark Division of the United States Patent and Trademark Office (at the Grantor's sole cost and expense).

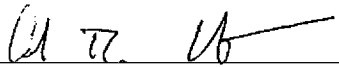
5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

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

SECURED PARTY

WESTERN ALLIANCE BANK

By: 

Name: Colin Wons

Title: Vice President

[Signature Page to Termination and Release of Amended and Restated Intellectual Property Security Agreement]

DMS 41619838

TRADEMARK
REEL: 008366 FRAME: 0301

EXHIBIT A
TRADEMARKS


Mark / Title	U.S. Serial Number	U.S. Registration Number	USPTO Reference Number	<u>Filing Date:</u>
SPEARCLAIMS SPEARCLAIMS	90510500	6783445	N/A	February 4, 2021
SPEARPOLICY SPEARPOLICY	90511122	Pending	N/A	February 4, 2021
SPEAR TECHNOLOGIES 	90511154	6783446	N/A	February 4, 2021

EXHIBIT B
PATENTS

None.

EXHIBIT C
COPYRIGHTS

None.

EXHIBIT D
LICENSES

None.