

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI112626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VCP Capital Markets, LLC, as Administrative Agent		03/21/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Dolly, Inc.		
Street Address:	19 Union Square West 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90566260	LIGHTHOUSE	
Registration Number:	4873981	DOLLY	
CORRESPONDENCE DATA			
Fax Number:	2132897727		
<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:	2134262623		
Email:	measonpriest@goodwinlaw.com		
Correspondent Name:	Ms. Michele Eason-Priest		
Address Line 1:	601 S. Figueroa St.		
Address Line 2:	41st Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	141387.350059		
NAME OF SUBMITTER:	Michele Eason-Priest		
SIGNATURE:	Michele Eason-Priest		
DATE SIGNED:	03/22/2024		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST
IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), dated as of March 21, 2024 (the “Release”), is made by VCP Capital Markets, LLC, as Administrative Agent (as defined in the Guarantee and Collateral Agreement (as defined below), in such capacity, “Administrative Agent”), in favor of Dolly, Inc., a Delaware corporation (“Grantor”).

WHEREAS, in connection with (i) that certain Guarantee and Collateral Agreement, dated May 13, 2022, among Administrative Agent, Grantor and the other parties thereto (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), and (ii) that certain Credit Agreement, dated May 13, 2022, by and among Updater Inc., a Delaware corporation, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent (as amended by that certain Waiver and First Amendment to Credit Agreement, dated as of June 9, 2023, that certain Second Amendment to Credit Agreement, dated as of July 28, 2023 and that certain Third Amendment to Credit Agreement, dated as of October 12, 2023, and as may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Grantor entered into that certain Trademark Security Agreement dated as of May 13, 2022 by and among Administrative Agent, Grantor and Bridgevine, Inc., a Delaware corporation (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), and granted to Administrative Agent a security interest in all of Grantor’s right, title, and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement), including, the trademarks set forth on Schedule A attached hereto.

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on May 13, 2022 at Reel/Frame 007720/0866;

WHEREAS, the Administrative Agent now desires to terminate and release its security interest in and to certain trademarks with respect to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, without representation, warranty, or recourse, hereby agrees as follows:

SECTION 1. Defined Terms. Unless other specified herein, all capital terms used but not defined herein have the meanings given to them in the Security Agreement.

SECTION 2. Release of Grant of Security. Administrative Agent hereby terminates, releases and discharges to the Grantor all of Administrative Agent’s security interest in all of the Grantor’s right, title and interest in and to, and reassigns to the Grantor any right, title and interest the Administrative Agent may have in or to, the following intellectual property collateral (the “Released Collateral”):

(i) all trademark and service mark registrations and applications set forth in Schedule A hereto (including any United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act), together, in each case, with the goodwill symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions,

renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to or arising from any of the foregoing.

SECTION 3. Effect of Release. For the avoidance of any doubt, the release hereunder is limited only and solely to the Released Collateral, and shall not apply in any respect to any other Collateral (as such term is defined in the Security Agreement). The Administrative Agent reserves and retains its security interest (and any other right, title or interest) in and to all other such Collateral described therein, which security interest remains uninterrupted and undisturbed. Except as expressly modified by this Release, the Security Agreement remains and shall remain in full force and effect.

SECTION 4. Recordation. The Administrative Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority to record this Release. At the request and sole expense of the Grantor, the Administrative Agent, on behalf of itself and the Lenders, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

SECTION 5. Governing Law. This Release shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and performed in such state, without regard to principles of conflicts of law.


SECTION 6. Electronic Signatures. The parties to this Release consent to the execution by or on behalf of each other party of this Release, and the witnessing thereof, by electronic signature, provided that such manner of execution is permitted by law. The parties to this Release agree that an executed copy of this Release may be retained in electronic form and acknowledge that such electronic form shall constitute an original of this Release and may be relied upon as evidence of this Release.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the date hereof.

VCP CAPITAL MARKETS, LLC

By: Vista Credit Partners, L.P.
Its: Senior Managing Member

By: 
Name: David Flannery
Title: Authorized Person

Schedule A

Released Collateral

Trademarks

<u>Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Dolly Logo	4,873,981	12/22/2015
Lighthouse	90/566,260	3/8/2021