# CH \$140.00 8734760

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM566970

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trinity Capital Fund III, L. P.		03/13/2020	Limited Partnership:

### **RECEIVING PARTY DATA**

Name:	Ohmconnect, Inc.	
Street Address:	350 Townsend Ste 424	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: DELAWARE	
Name:	Ohmconnect California, LLC	
Street Address:	350 Townsend Ste 424	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Serial Number:	87347604	OHMCONNECT	
Serial Number:	87356429	OHMHOUR	
Serial Number:	87356447	SAVE ENERGY. GET PAID.	
Serial Number:	87356624		
Serial Number:	87347711	MR. OHM	

### CORRESPONDENCE DATA

**Fax Number:** 4159472099

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:** 4159472000

**Email:** qluflood@wsgr.com

Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

TRADEMARK

REEL: 006890 FRAME: 0904

900540187

ATTORNEY DOCKET NUMBER:	48788.009
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	03/13/2020

### **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 March 13, 2020, is executed by TRINITY CAPITAL FUND III, L. P. ("Lender"), and in favor of OHMCONNECT, INC. and OHMCONNECT CALIFORNIA, LLC (collectively and individually, "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 Intellectual Property Security Agreement, dated as of August 3, 2017 (the "Security Agreement"), executed by Grantor in favor of Lender, Grantor granted to Lender 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 4, 2017, at Reel/Frame 6122/0604, on August 4, 2017, to evidence the security interest granted under the Security Agreement.
- C. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

### **AGREEMENT**

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

- (a) Lender expressly terminates and releases all of Lender'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 of 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 forth on <a href="Exhibit A">Exhibit A</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 <a href="Exhibit B">Exhibit B</a> 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) Lender represents and warrants that it has the full power and authority to execute this Termination.
- (c) Lender 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, Lender has executed and delivered this Termination as of the day and year first above written.

TRINITY CAPITAL FUND III, L. P.

Name: Gerald Harder

Title:Operating Partner

**REEL: 006890 FRAME: 0908** 

# EXHIBIT A

# **COPYRIGHTS**

None.

# EXHIBIT B

# **PATENTS**

None.

# EXHIBIT C

# TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
OHMCONNECT	87347604	02/23/2017	5305789	10/10/2017
OHMHOUR	87356429	03/02/2017	-	-
SAVE ENERGY. GET PAID.	87356447	03/02/2017	-	-
	87356624	03/02/2017	-	-
MR. OHM	87347711	02/23/2017	-	-

# EXHIBIT D

# MASK WORKS

None.

**RECORDED: 03/13/2020** 

-iv-