

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5834/0170		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAAS CAPITAL FUNDING II, LLC		05/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PUSHER LIMITED		
Street Address:	160 Old Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC1V 9BW		
Entity Type:	Company: ENGLAND AND WALES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5351229	PUSHER	
CORRESPONDENCE DATA			
Fax Number:	2123099507		
<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:	2128016488		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP Attn: Sandy Chiu		
Address Line 1:	200 Park Ave		
Address Line 2:	38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	195816.010200		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	11/30/2020		
Total Attachments: 10			
source=2019-05-19 Deed of Release Fully Executed#page1.tif			
source=2019-05-19 Deed of Release Fully Executed#page2.tif			
source=2019-05-19 Deed of Release Fully Executed#page3.tif			

CH \$40.00 5351229

source=2019-05-19 Deed of Release Fully Executed#page4.tif
source=2019-05-19 Deed of Release Fully Executed#page5.tif
source=2019-05-19 Deed of Release Fully Executed#page6.tif
source=2019-05-19 Deed of Release Fully Executed#page7.tif
source=2019-05-19 Deed of Release Fully Executed#page8.tif
source=2019-05-19 Deed of Release Fully Executed#page9.tif
source=2019-05-19 Deed of Release Fully Executed#page10.tif

Deed of Release

- (1) SAAS CAPITAL FUNDING II, LLC
- (2) PUSHER LIMITED

Dated

2019

Osborne Clarke LLP

Contents

1. Definitions and interpretation 1
2. Release and reassignment 1
3. Further assurance 2
4. Costs 2
5. Counterparts 2
6. Third parties 2
7. Governing law 2
8. Jurisdiction 2
Signatures to Deed of Release 3

Between:

- (1) **SAAS Capital Funding II, LLC** incorporated in Delaware, USA (the "**Lender**"); and
- (2) **Pusher Limited** (company number: 07489873,) incorporated in England & Wales whose registered office is at 160 Old Street, London, United Kingdom, EC1V 9BW (the "**Company**").

Background:

- (A) Under the Security, the Company granted to the Lender certain mortgages and charges of its property, rights, title, interests and other assets.
- (B) The Lender has agreed to release the assets from the mortgages and charges created under the Security, to reassign to the Company all assets assigned to the Lender by way of security under the Security and to release the Company from its obligations to the Lender under the Security.

This Deed witnesses as follows:

1. Definitions and interpretation

1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Charged Assets" means all the property, rights, title, interests and other assets mortgaged, charged or assigned by the Company to the Lender by or pursuant to the Security.

"Security" means:

- (a) the loan and security agreement dated 13 July 2016 made between the Company and the Lender;
- (b) the debenture dated 13 July 2016 entered into by the Company in favour of the Lender; and
- (c) the UCC-1 Financing Statement filed with the Recorder of Deeds of the District of Columbia, file number 2016071654 dated July 15, 2016.

"Security interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 In this Deed, unless the context otherwise requires, a reference in this Deed to:

- (a) another agreement shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied, supplemented or novated from time to time; and
- (b) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);

2. Release and reassignment

The Lender absolutely, irrevocably and unconditionally:

- (a) releases the Security Interests created by the Company over the Charged Assets by or pursuant to the Security;

- (b) releases the Company from all its covenants, liabilities and obligations by or pursuant to the Security; and
- (c) reassigns to the Company absolutely all or any part of the Charged Assets (if any) assigned to the Lender by or pursuant to the Security.

3. Further assurance

The Lender shall, at the request and cost of the Company, promptly execute and deliver such documents and perform such acts as may be required to give full effect to the releases and reassignments contained in clause 2 (*Release and reassignment*).

4. Costs

The Company shall, promptly on demand, pay to, or reimburse, the Lender, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender in connection with the negotiation, preparation and execution of this Deed and any related documents.

5. Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. Third parties

No express term of this Deed is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

7. Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

8. Jurisdiction


The English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

In witness this Deed is executed on the date appearing at the head of page 1.

Signatures to Deed of Release

Lender

Executed as a Deed by
SAAS Capital Funding II, LLC
acting by its authorised signatory
in the presence of:


Authorised signatory

Name: Todd Gardner

Title: President

Company

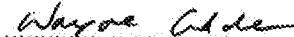
Executed as a deed by
PUSHER LIMITED
acting by
in the presence of:

)
)
)

Signature of director



Signature of witness



Name of witness

WAYNE GIDDENS

Address of witness

27 BARRONS PARK ROAD, WOLVERHAMPTON WV13 8ET

Occupation of witness

CHARTERED ACCOUNTANT

SCHEDULE 2: SPECIFIED IPRs

The Mortgagor charges in favour of the Lender all its rights, title and interest in the Specified IPRs listed in the table below;

Country	Applicant	Trade mark	Application Registration number	Application Registration Date	Classes	Status
US	Pusher Limited	PUSHER	86/935,432	N/A	38, 42, 9	Pending
EM	Pusher Limited	PUSHER	014635767	N/A	38, 42, 9	Opposed