

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SaaS Capital Funding II, LLC		05/15/2019	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:	limited company (Ltd.): UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5351229	PUSHER	
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:	720.937.6599		
Email:	steve@fourreasonslegal.com		
Correspondent Name:	Steve Zemanick		
Address Line 1:	8074 E 34th Ave		
Address Line 4:	Denver, COLORADO 80238		
NAME OF SUBMITTER:	Steve Zemanick		
SIGNATURE:	/SAZ/		
DATE SIGNED:	12/08/2020		
Total Attachments: 9			
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TRADEMARK

REEL: 007126 FRAME: 0764

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

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company.

What this form is NOT for
You may not use this form to register a statement of satisfaction in full or in part of a mortgage or charge against an LLP. Use form MR04.

WEDNESDAY



A09 *A85IYR96* #376
15/05/2019
COMPANIES HOUSE

1 Company details

Company number 0 7 4 8 9 8 7 3

Company name in full **PUSHER LIMITED**

Filing in this form
Please complete in typescript or in bold black capitals.
All fields are mandatory unless specified or indicated by *

2 Charge creation

When was the charge created?

- **Before 06/04/2013.** Complete **Part A and Part C**
- **On or after 06/04/2013.** Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date

A2 Charge number

Please give the charge number. This can be found on the certificate.

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

Continuation page
Please use a continuation page if you need to enter more details.

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page

Please use a continuation page if you need to enter more details.

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code. This can be found on the certificate.

Charge code ¹

0 7 4 8 - 9 8 7 3 - 0 0 0 4 /

¹ Charge code

This is the unique reference code allocated by the registrar.

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied.
Please tick the appropriate box.

- In full
 In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name Stephenson Law

Please give the address of the person delivering this statement

Building name/number 5th Floor

Street 1 Temple Way

Post town

County/Region Bristol

Postcode B S 2 0 B Y

Please give the person's interest in the charge (e.g. chargor/chargee etc).

Person's interest in the charge Third party acting on behalf of the chargor (solicitor)

C3 Signature

Please sign the form here.

Signature

Signature X  X

MR04

Statement of satisfaction in full or in part of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Alice Stephenson**

Company name **Stephenson Law**

Address **5th Floor, 1 Temple Way**

Post town **Bristol**

County/Region

Postcode **B S 2 0 B Y**

Country **United Kingdom**

DX

Telephone **07714104129**

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
 - Part A Charges created before 06/04/2013**
 - You have given the charge date.
 - You have given the charge number (if appropriate)
 - You have completed the Description of instrument and Short particulars in Sections A3 and A4.
 - Part B Charges created on or after 06/04/2013**
 - You have given the charge code.
 - Part C To be completed for all charges**
 - You have ticked the appropriate box in Section C1.
 - You have given the details of the person delivering this statement in Section C2.
 - You have signed the form.

 **Important information**

Please note that all information on this form will appear on the public record.

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk