

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STERLING NATIONAL BANK		07/13/2021	National Banking Association:

RECEIVING PARTY DATA

Name:	SEP HAMILTON INTERMEDIATE, INC.
Street Address:	2020 Pioneer Court
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403
Entity Type:	Corporation: DELAWARE
Name:	SEP HAMILTON MERGERSUB, INC.
Street Address:	2020 Pioneer Court
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403
Entity Type:	Corporation: DELAWARE
Name:	SOCIALCHORUS, INC.
Street Address:	123 Mission Street
Internal Address:	25th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4285127	SOCIALCHORUS
Registration Number:	5840330	1ST UP
Registration Number:	5749328	SOCIALCHORUS
Registration Number:	5749329	SOCIALCHORUS

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 6508023100

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: 6508023916

Email: juan.arias@weil.com

Correspondent Name: Ajinkya Joshi

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER:	A. Joshi - 76398.0009
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NAME OF SUBMITTER:	Ajinkya Joshi
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SIGNATURE:	/Ajinkya Joshi/
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DATE SIGNED:	07/13/2021
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Total Attachments: 3

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of July 13, 2021, is made by **STERLING NATIONAL BANK**, a national banking association, in its capacity as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns in such capacity, "Agent"), under that certain Confirmatory Grant of Security Interest in Intellectual Property, dated as of July 6, 2020, by **SEP HAMILTON INTERMEDIATE, INC.**, a Delaware corporation ("Holdings"), **SEP HAMILTON MERGERSUB, INC.**, a Delaware corporation ("Merger Sub"), which upon consummation of the Closing Date Acquisition (as defined in the Loan Agreement referenced below) will be merged with and into **SOCIALCHORUS, INC.**, a Delaware corporation (together with Merger Sub and Holdings, each a "Pledgor" and collectively, the "Pledgors"), in favor of Agent (as amended, restated, supplemented or modified and in effect from time to time, the "IP Security Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the IP Security Agreement.

WHEREAS, pursuant to the IP Security Agreement, Pledgor granted a security interest to Agent (for benefit of the Lenders) in certain intellectual property collateral including the intellectual property set forth on Exhibit A, Exhibit B, and Exhibit C attached thereto (the "IP Collateral");

WHEREAS, an executed copy of the IP Security Agreement was recorded with the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on July 6, 2020 at Reel 6991, Frame 0269; and

WHEREAS, Agent has agreed to terminate and release its security interest in all of such IP Collateral, including, without limitation, the U.S. Trademarks identified on Exhibit A attached hereto, being the same U.S. Trademarks set forth on Exhibit B to the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the IP Security Agreement in the IP Collateral, (b) release its security interest in the IP Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to Agent in the IP Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

STERLING NATIONAL BANK, as Agent

By: 
Name: Joshua Roberts
Title: Senior Managing Director

EXHIBIT A
TRADEMARKS

Grantor	Country	Trademark	Registration No.
SocialChorus, Inc.	United States	SOCIALCHORUS	4285127
SocialChorus, Inc.	United States	1ST UP	5840330
SocialChorus, Inc.	United States	SOCIALCHORUS	5749328
SocialChorus, Inc.	United States	SOCIALCHORUS	5749329