

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE	FORMERLY as successor in interest to WF Fund V Limited Partnership A/K/A WF Fund V Limited Partnership, a limited partnership formed under the laws of the Province of Manitoba (c/o/b Wellington Financial LP and Wellington Financial Fund V)	03/30/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	CONVERSICA, INC.
Street Address:	950 Tower Lane Suite 1200
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	Corporation: DELAWARE
Name:	CONVERSICA LLC
Also Known As:	f/k/a AVA.AI LLC
Street Address:	950 Tower Lane Suite 1200
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	87893405	CC CONVERSICA
Serial Number:	86396803	CONVERSICA
Serial Number:	86396830	AVA.AI

CORRESPONDENCE DATA

OP \$90.00 87893405

Fax Number: 6167423999

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: 6167423945

Email: hkooy@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: 655 West Broadway, Suite 1300

Address Line 2: Attn: Hillary Kooy

Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	14653.52
--------------------------------	----------

NAME OF SUBMITTER:	Hillary Kooy
---------------------------	--------------

SIGNATURE:	/Hillary Kooy/
-------------------	----------------

DATE SIGNED:	04/02/2022
---------------------	------------

Total Attachments: 8

source=IP Release - Conversica (Executed)#page1.tif

source=IP Release - Conversica (Executed)#page2.tif

source=IP Release - Conversica (Executed)#page3.tif

source=IP Release - Conversica (Executed)#page4.tif

source=IP Release - Conversica (Executed)#page5.tif

source=IP Release - Conversica (Executed)#page6.tif

source=IP Release - Conversica (Executed)#page7.tif

source=IP Release - Conversica (Executed)#page8.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property is made as of March 30, 2022, by CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian bank (“**CIBC**”), as successor in interest to WF Fund V Limited Partnership A/K/A WF Fund V Limited Partnership, a limited partnership formed under the laws of the Province of Manitoba (c/o/b Wellington Financial LP and Wellington Financial Fund V), a Canadian limited partnership (“**Lender**”), in favor of CONVERSICA, INC., a Delaware corporation (“**INC.**”), and CONVERSICA LLC (formerly known as AVA.AI LLC), a Delaware limited liability company (“**LLC**”; together with INC., each a “**Grantor**” and collectively, “**Grantors**”), each with its principal place of business located at 950 Tower Lane, Suite 1200, Foster City, CA 94404 (this “**Release**”).

Recital

WHEREAS, the Grantors granted to Lender a security interest in all of such Grantor’s right, title and interest in, to and under (a) copyrights, patents and trademarks listed in exhibits to the Intellectual Property Security Agreement dated as of September 6, 2016, as amended from time to time (the “**IP Security Agreement**”) (including as recorded with the U.S. Patent and Trademark Office (i) with respect to patents on **September 6, 2016**, at Reel/Frame **039643/0138**, on **June 27, 2018**, at Reel/Frame **046218/0271**, on **August 10, 2020**, at Reel/Frame **053447/0738** and on **July 27, 2021** at Reel/Frame **056995/0936**, and, pursuant to that certain Assignment and Assumption Agreement in favor of CIBC, dated as of January 5, 2018 (the “**CIBC Assignment Agreement**”), on **January 9, 2018**, at Reel/Frame **045028/0880**; (ii) with respect to trademarks on **September 6, 2016**, at Reel/Frame **005871/0365** and on **June 27, 2018**, at Reel/Frame **006365/0655**, and, pursuant to the CIBC Assignment Agreement, on **January 9, 2018**, at Reel/Frame **006245/0274**), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof pursuant to such IP Security Agreement, (b) General Intangibles and Intellectual Property constituting Collateral (as such terms are defined in that certain Loan and Security Agreement, dated as of September 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and among INC., LLC and Lender) as noted in the IP Security Agreement as being in conjunction with the Loan Agreement, and (c) the patents, patent applications, trademark registrations and trademark applications described on Exhibit A and Exhibit B attached hereto ((a), (b) and (c), collectively, together with any and all intellectual property, intellectual property rights, proprietary rights and corresponding goodwill that are, or ever were, subject to the IP Security Agreement or the Loan Agreement, the “**Released Intellectual Property**”).

WHEREAS, the Grantors have requested and Lender has agreed to release Lender’s security interest in the Released Intellectual Property and terminate the IP Security Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

Lender hereby unconditionally and irrevocably terminates, releases and discharges fully, without representation, warranty or recourse, Lender’s security interest in all Released Intellectual Property, terminates the IP Security Agreement, and reassigns and transfers to the applicable Grantor (or applicable assignee thereof), and such Grantor (or such assignee) accepts, any and all right, title and interest that Lender may have in, to and under any and all Released Intellectual Property.

Lender hereby authorizes each Grantor (and applicable assignee thereof), or the applicable Grantor’s (and such assignee’s) authorized representative, to record this Release with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof. Lender agrees to cooperate with each Grantor and execute such documents and take such actions as reasonably requested by each Grantor (at the sole cost and expense of such Grantor) to more fully and effectively effectuate the purposes of this Release.

This Release shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. This Release may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, the word "or" is not exclusive. Each of the provisions contained in this Release is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Release as of the first date above written.

LENDER:

CANADIAN IMPERIAL BANK OF
COMMERCE

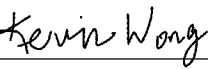
Address of Lender:

199 Bay Street, 4th Floor
Toronto, Ontario
M5L 1A2, Canada

By: 
Holly Dungan

Name: Managing Director

Title: _____

By: 

Name: Kevin Wong

Title: Authorized Signatory

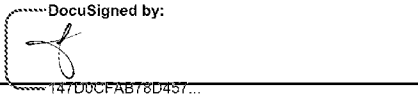
[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the undersigned have executed this Release as of the first date above written.

GRANTORS:

CONVERSICA, INC.

Address of Grantor:

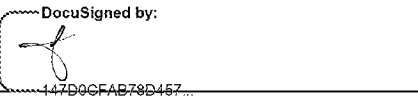
By: 

950 Tower Lane
Suite 1200
Foster City, CA 94404

Name: James Kaskade
Title: Chief Executive Officer

CONVERSICA LLC

Address of Grantor:

By: 

950 Tower Lane
Suite 1200
Foster City, CA 94404

Name: James Kaskade
Title: Chief Executive Officer

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 007679 FRAME: 0021

Exhibit A - Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue/ Application Date</u>
SYSTEMS AND METHODS FOR MANAGEMENT OF AUTOMATED DYNAMIC MESSAGING	10,803,479 / 14/604,594	10/13/20 / 01/23/15
SYSTEMS AND METHODS FOR MANAGEMENT OF AUTOMATED DYNAMIC MESSAGING	PCT/US16/14650	01/23/15
SYSTEMS AND METHODS FOR PROCESSING MESSAGE EXCHANGES USING ARTIFICIAL INTELLIGENCE	11,042,910 / 14/604,602	06/22/21 / 01/23/15
SYSTEMS AND METHODS FOR CONFIGURING KNOWLEDGE SETS AND AI ALGORITHMS FOR AUTOMATED MESSAGE EXCHANGES	10,026,037 / 14/604,610	07/17/18 / 01/23/15
SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING AND CLASSIFICATION	62/561,194	09/20/17
SYSTEMS AND METHODS FOR CONFIGURABLE MESSAGING RESPONSE-ACTION ENGINE	62/577,635	10/26/17
SYSTEMS AND METHODS FOR IMPROVED MACHINE LEARNING FOR CONVERSATIONS	62/594,415	12/04/17
SYSTEMS AND METHODS FOR HUMAN TO AI COOPERATION IN ASSOCIATION WITH MACHINE LEARNING CONVERSATIONS	62/612,020	12/29/17
SYSTEMS AND METHODS FOR ENHANCED NATURAL LANGUAGE PROCESSING FOR MACHINE LEARNING CONVERSATIONS	62/649,507	3/28/18
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH INTENT AND ACTION RESPONSE GENERATION	16/726,879	12/25/19
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS	16/723,735	12/20/19
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ATTENDANT ACTIONS	16/536,083	08/08/19
SYSTEMS AND METHODS FOR ENHANCED NATURAL LANGUAGE PROCESSING FOR MACHINE LEARNING CONVERSATIONS	16/365,668	03/26/19
SYSTEMS AND METHODS FOR PHRASE SELECTION FOR MACHINE LEARNING CONVERSATIONS	16/365,665	03/26/19
SYSTEMS AND METHODS FOR MESSAGE BUILDING FOR MACHINE LEARNING CONVERSATIONS	16/365,663	03/26/19
SYSTEMS AND METHODS FOR IMPROVING USER ENGAGEMENT IN MACHINE LEARNING CONVERSATION MANAGEMENT USING GAMIFICATION	16/228,723	12/20/18
SYSTEMS AND METHODS FOR CONFIGURING MESSAGE EXCHANGES IN MACHINE LEARNING CONVERSATIONS	16/228,721	12/20/18

Description	Patent / Application Number	Issue/ Application Date
SYSTEMS AND METHODS FOR USING NATURAL LANGUAGE INSTRUCTIONS WITH AN AI ASSISTANT ASSOCIATED WITH MACHINE LEARNING CONVERSATIONS	16/228,717	12/20/18
SYSTEMS AND METHODS FOR TRAINING AND AUDITING AI SYSTEMS IN MACHINE LEARNING CONVERSATIONS	16/228,712	12/20/18
SYSTEMS AND METHODS FOR MULTI LANGUAGE AUTOMATED ACTION RESPONSE	16/208,488	12/03/18
SYSTEMS AND METHODS FOR TRAINING MACHINE LEARNING MODELS USING ACTIVE LEARNING	16/208,484	12/03/18
SYSTEMS AND METHODS FOR GENERATING AND UPDATING MACHINE HYBRID DEEP LEARNING MODELS	16/208,478	12/03/18
SYSTEMS AND METHODS FOR MESSAGE CADENCE OPTIMIZATION	16/168,779	10/23/18
SYSTEMS AND METHODS FOR CONFIGURABLE MESSAGING WITH FEATURE EXTRACTION	16/168,763	10/23/18
SYSTEMS AND METHODS FOR CONFIGURABLE MESSAGING RESPONSE-ACTION ENGINE	16/168,737	10/23/18
SYSTEMS AND METHODS FOR AUTOMATED QUESTION RESPONSE	11,010,555 / 16/129,729	05/18/21 / 09/12/18
SYSTEMS AND METHODS FOR A COMMUNICATION EDITOR DASHBOARD	16/129,722	09/12/18
SYSTEMS AND METHODS FOR NATURAL LANGUAGE PROCESSING AND CLASSIFICATION	16/019,382	06/26/18
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH FEEDBACK SYSTEMS, TUNING AND CONTEXT DRIVEN TRAINING	16/728,991	12/27/19
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH A TRANSACTIONAL ASSISTANT	16/799,634	02/24/20
SYSTEMS AND METHODS FOR ENHANCED NATURAL LANGUAGE PROCESSING FOR MACHINE LEARNING CONVERSATIONS	PCT/US19/24439	03/27/19
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS	PCT/US19/68421	12/23/19
SYSTEMS AND METHODS FOR ARTIFICIAL INTELLIGENCE ENHANCEMENTS IN AUTOMATED CONVERSATIONS	62/955,326	12/30/19
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ROI METRICS AND THRESHOLD ANALYSIS	16/718,038	12/17/19
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH A TRANSACTIONAL ASSISTANT	16/799,698	02/24/20

SYSTEMS AND METHODS FOR ARTIFICIAL INTELLIGENCE ENHANCEMENTS IN AUTOMATED CONVERSATIONS	17/115,577	12/08/20
SYSTEMS AND METHODS FOR ARTIFICIAL INTELLIGENCE ENHANCEMENTS IN AUTOMATED CONVERSATIONS	PCT/US20/64385	12/10/20
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ATTENDANT ACTIONS	62/720,245	08/21/18
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ATTENDANT ACTIONS	62/807,684	02/19/19
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH ROI METRICS AND THRESHOLD ANALYSIS	62/783,198	12/20/18
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS	62/784,696	12/24/18
SYSTEMS AND METHODS FOR IMPROVED AUTOMATED CONVERSATIONS WITH INTENT AND ACTION RESPONSE GENERATION	62/785,211	12/26/18
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH FEEDBACK SYSTEMS, TUNING AND CONTEXT DRIVEN TRAINING	62/786,121	12/28/18
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH A TRANSACTIONAL ASSISTANT	62/810,916	2/26/19
SYSTEMS AND METHODS FOR AUTOMATED CONVERSATIONS WITH A TRANSACTIONAL ASSISTANT	62/810,923	2/26/19

Exhibit B – Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
CONVERSICA	4,882,592	01/05/16
AVA.AI	86/396,830	09/16/14
CC CONVERSICA	87/893,405	04/25/18