# 3H \$265.00 907750

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM722580

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILVER LAKE WATERMAN FUND III, L.P., as Agent		04/20/2022	Limited Partnership:

### **RECEIVING PARTY DATA**

Name:	FLYR, INC.	
Street Address:	821 Folsom Street	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark	
Serial Number:	90775047	THE REVENUE OPERATING SYSTEM	
Serial Number:	90797402	FLYR	
Serial Number:	90797406		
Serial Number:	90118611	CIRRUS	
Serial Number:	90975679	CIRRUS	
Serial Number:	90797394	FORESIGHT	
Serial Number:	86413462	FLYR	
Serial Number:	86475866	FAREKEEP	
Serial Number:	86460411	FAREBEACON	
Serial Number:	86475399	FORESIGHT	

### **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: 4159472169
Email: qluflood@wsgr.com

Correspondent Name: Wilson Sonsini Goodrich & Rosati, P.C. Address Line 1: One Market Plaza, Spear Tower, Suite 330

Address Line 4: San Francisco, CALIFORNIA 94105

TRADEMARK REEL: 007697 FRAME: 0234

900689297

ATTORNEY DOCKET NUMBER:	43628.096
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	04/20/2022

### **Total Attachments: 6**

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TRADEMARK REEL: 007697 FRAME: 0235

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of April 20, 2022, is executed by SILVER LAKE WATERMAN FUND III, L.P., a Delaware limited partnership, as agent on behalf of certain purchasers ("Agent") and in favor of FLYR, INC., a Delaware corporation ("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 November 12, 2021 (the "Security Agreement"), executed by Grantor in favor of Agent, Grantor granted to Agent 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 November 12, 2021, at Reel/Frame 7510/0610, to evidence the security interest granted under the Security Agreement.
- C. Agent 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, Agent hereby agrees as follows:

- (a) Agent expressly terminates and releases all of Agent's right, title and interest in, 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 or 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 **Schedule A** attached hereto (collectively, the "Copyrights");
- (ii) 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 Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Schedule B attached hereto (collectively, the "Patents"); and
- (iii) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (with the exception of any United States Intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Schedule C** attached hereto (collectively, the "*Trademarks*").

TRADEMARK REEL: 007697 FRAME: 0236

- (b) Agent represents and warrants that it has the full power and authority to execute this Termination.
- (c) Agent 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]

TRADEMARK REEL: 007697 FRAME: 0237 IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

# SILVER LAKE WATERMAN FUND III, L.P., as Agent

By: Silver Lake Technology Associates Waterman

III, L.P., its general partner

By: SL Waterman (GP) III, L.L.C., its general

partner

Name: Shawn K. O'Neill Title: Managing Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

**RECORDED: 04/20/2022**