

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		08/24/2021	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	HIVE9, INC.		
Street Address:	3101 Bee Caves Road		
Internal Address:	Suite 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4941291	HIVE9	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	2063598000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Lindsay B. Allen, Esq., Perkins Coie LLP		
Address Line 1:	P.O. Box 2608		
Address Line 4:	Seattle, WASHINGTON 98111		
NAME OF SUBMITTER:	Lindsay B. Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	06/21/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property is made as of August 24, 2021 (the “**Release**”), by CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) in favor of HIVE9, INC., a Delaware corporation (“**Grantor**”) with its principal place of business located at 3101 Bee Cave Road, Suite 200, Austin, Texas 78746. Defined terms used herein without definition will have the meanings set forth in the Loan Agreement (as defined below).

WHEREAS, Bank and Grantor entered into that certain Loan and Security Agreement dated as of March 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and that certain Intellectual Property Security Agreement dated as of March 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) and, together with the Loan Agreement, the “**Security Agreements**”) for the purpose of securing certain Obligations of Grantor to Bank;

WHEREAS, pursuant to the Security Agreements, the Obligations were secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property, including the trademarks set forth in Exhibit A (the “**Released Intellectual Property**”);

WHEREAS, Grantor has requested that Bank, and Bank has agreed to, release Grantor from the Obligations and Bank’s security interest in the Collateral, including without limitation, the Released Intellectual Property, and terminate the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, including the payment of all Obligations in full in cash and termination of all commitments to extend credit, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

Bank hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all of Grantor’s right, title and interest in and to the Collateral and Released Intellectual Property, without warranty or recourse, effective as of the date set forth above.

Bank hereby acknowledges and agrees that this Release may be filed along with other necessary documentation with the United States Patent and Trademark Office or any other United States or foreign governmental office to evidence the release granted herein. Bank hereby agrees to execute such further instruments and documents and perform such further acts as Grantor may deem necessary to secure to Grantor the rights herein conveyed.

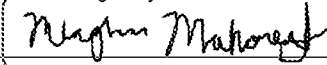
This Release may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any such signature page will be effective as a counterpart signature page hereto without regard to page, document or version numbers or other identifying information thereon, which are for convenience of reference only. This Release may be executed by facsimile or .PDF signature, and a facsimile or .PDF signature will constitute an original signature for all purposes.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY RELEASE]

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

DocuSigned by:

By: _____
Name: Meghan Mahoney
Title: Assistant General Manager, Authorized Signatory
CIBC Innovation Banking

By: _____
Name: Jonathan Schupack
Title: Assistant General Manager, Authorized Signatory
CIBC Innovation Banking

Address of Bank:

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY RELEASE]

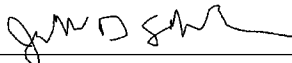
BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Meaghan Mahoney

Title: Assistant General Manager, Authorized Signatory
CIBC Innovation Banking

By:  _____

Name: Jonathan Schupack

Title: Assistant General Manager, Authorized Signatory
CIBC Innovation Banking

Address of Bank:

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

Exhibit A – Trademarks

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
HIVE9, INC.	HIVE9	4941291	04/19/2016

Bank's security interest recorded at the U.S. Patent and Trademark Office on March 23, 2020 at Reel Number 6898 and Frame Number 0061.