# CH \$40.00 4894

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752957

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Banco Popular de Puerto Rico, as Administrative Agent		05/11/2022	banking corporations:

### **RECEIVING PARTY DATA**

Name:	Rock Solid Technologies, Inc.	
Street Address:	3267 Bee Caves Rd Ste 107-323	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78746	
Entity Type:	Corporation: PUERTO RICO	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4894539	ROCK SOLID TECHNOLOGIES

### **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

ATTORNEY DOCKET NUMBER:	55896.015
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	09/01/2022

### **Total Attachments: 4**

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### RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (the "Release") is made and effective as of May 11, 2022, and granted by BANCO POPULAR DE PUERTO RICO (the "Administrative Agent"), a Puerto Rico banking corporations, in its capacity as Administrative Agent for the Lenders pursuant to that certain Credit Agreement referred to below, in favor of ROCK SOLID TECHNOLOGIES, INC., a corporation organized under the laws of the Commonwealth of Puerto Rico (the "Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated March 29, 2019 (as the same has been amended or otherwise modified from time to time, the "Credit Agreement"), entered into by the Administrative Agent and the Lenders (as such term is defined in the Credit Agreement) with the Borrower and certain other parties further described therein, the Administrative Agent and the Grantor executed (i) that certain Security Agreement, Pledge and Assignment dated as of March 29, 2019 (the "Security Agreement") and (ii) that certain Trademark Security Agreement dated as of March 29, 2019 (the "Trademark Security Agreement;" and together with the Security Agreement, collectively the "Security Agreements");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in and to all of the all of the right, title and interest of the Grantor in and to the Intellectual Property Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office under filing number 900494202; and

WHEREAS, the Administrative Agent has entered into the Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Lenders may have in the Trademark Collateral pursuant to the Security Agreements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby

1. Release of Security Interest. The Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives, and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

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- (a) any and all trademarks, trademark applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the trademark registrations and applications set forth in <u>Schedule I</u> hereto, and all extensions and renewals thereof ("<u>Trademarks</u>");
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
- (c) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby and thereby are governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Puerto Rico, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Puerto Rico or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANCO POPULAR DE PUERTO RICO, as Administrative Agent

Name: Laura Medina Castillo

Title: Authorized Representative

# **SCHEDULE 1**

# TRADEMARK REGISTRATIONS AND APPLICATIONS

# Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Rock Solid Technologies, Inc.	4894539	Rock Solid Technologies