

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM765323

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESCALATE CAPITAL IV, LP		11/02/2022	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRAINYAK, INC.		
<b>Street Address:</b>	3827 Lafayette St #123		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80205		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4057381	GUTCHECK	
<b>Registration Number:</b>	4881103	GUTCHECK	
<b>Registration Number:</b>	5618973	GUTCHECK CONSTELLATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136272579		
<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>			
<b>Phone:</b>	2134579864		
<b>Email:</b>	dkay@mcguirewoods.com		
<b>Correspondent Name:</b>	Don Kay		
<b>Address Line 1:</b>	355 S. Grand Avenue, Suite 4200		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	2067509-0078		
<b>NAME OF SUBMITTER:</b>	Don Kay		
<b>SIGNATURE:</b>	/Don Kay/		
<b>DATE SIGNED:</b>	11/02/2022		
<b>Total Attachments: 3</b>			
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source=Active_166274847_2_[Brainyak] Termination and Release of Security Interest in IP - 2022 11 02#page2.tif			

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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 November 2, 2022 (“Release”), is made by **ESCALATE CAPITAL IV, LP**, a Delaware limited partnership (“Lender”), in favor of **BRAINYAK, INC.**, a Delaware corporation (“Grantor”) with its principal place of business located at 3827 Lafayette St #123, Denver, CO 80205.

**WHEREAS**, pursuant to that certain (i) Loan and Security Agreement dated January 31, 2020, by and between Lender and Grantor (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) and (ii) Intellectual Property Security Agreement dated as of January 31, 2020 by and between Lender and Grantor (the “IP Agreement” and together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Lender a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

**WHEREAS**, the IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) on February 3, 2020 at Reel No. 6854, Frame No. 0436, for the trademarks listed on Schedule A attached hereto.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

**SECTION 2. Termination and Release.** Lender, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreements and terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor’s Intellectual Property listed on Schedule A, including all such right, title, and interest that Lender would retain following the release set forth in Section 2(a) above; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.


**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

**SECTION 4. Electronic Signatures.** This Release may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable Law, have the same force and effect as manually signed originals and shall be binding on the parties.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

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


**ESCALATE CAPITAL IV, LP**

By:   
Name: Simon James  
Title: Manager

Address:  
6300 Bridgepoint Parkway  
Building 1, Suite 480  
Austin, Texas 78730

SCHEDULE A

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>GUTCHECK</b>	Reg. No: 4057381	Registration Date November 15, 2011
<b>GutCheck</b> 	Reg. No: 4881103	Registration Date January 5, 2016
<b>GUTCHECK CONSTELLATION</b>	Reg. No: 5618973	Registration Date November 27, 2018