

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789457

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900746209

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TripePoint Capital LLC		11/23/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	MXP Prime Platform GmbH
Street Address:	Jaegerstr. 41
City:	Berlin
State/Country:	GERMANY
Postal Code:	10117
Entity Type:	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90092731	SELLERX

CORRESPONDENCE DATA**Fax Number:**

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.

Email: ip@sellerx.com
Correspondent Name: SELLERX GERMANY GMBH
Address Line 1: Jaegerstr. 41
Address Line 4: Berlin, GERMANY 10117

NAME OF SUBMITTER:	Tomasz Krzywicki
SIGNATURE:	/Tomasz Krzywicki/
DATE SIGNED:	02/24/2023

Total Attachments: 6

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This **INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT** (the "**Agreement**") is made on 19 August 2022 between:

(1) **MXP Prime Platform GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Charlottenburg under HRB 219432 and having its registered office at Jägerstraße 41, 10117 Berlin (the "**Company**");

(2) **Aterl GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Charlottenburg under HRB 224574 B and having its registered office at Jägerstraße 41, 10117 Berlin (together with the company listed under number 1, the "**Initial Security Providers**");

(3) **AZ-Delivery Vertriebs GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Deggendorf under HRB 4592 and having its registered office at Lärchenstraße 10, 94469 Deggendorf;

(4) **Humusziegel.de – Großhandel & Direktimport GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Stendal under HRB 21717 and having its registered office at Dorfmathen 3, 39219 Wörmlitz;

(5) **eSpring GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Stuttgart under HRB 749823 and having its registered office at Allee 40, 74072 Heilbronn;

(6) **Auerbach & Söhne GmbH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of the Federal Republic of Germany, registered at the local court (*Amtsgericht*) of Stuttgart under HRB 756942 and having its registered office at Schafhaus 25, 74257 Untereisesheim (together with the companies listed under number 3, 4 and 5, the "**Additional Security Providers**", and the Additional Security Providers together with the Initial Security Providers, the "**Released Parties**" and each a "**Released Party**"); and

(7) **TriplePoint Capital LLC**, a company registered in Delaware with the Secretary of State, company organizational number 3591918 having its offices at 2755 Sand Hill Road, Suite 150, Menlo Park, CA 94025, USA ("**Security Agent**").

The Released Parties and the Security Agent are hereinafter also collectively referred to as the "**Parties**" and each as a "**Party**".

WHEREAS:

- (A) Pursuant to a Plain English Growth Capital Loan and Security Agreement dated 19 November 2020 between the Initial Security Providers as borrowers and the Security Agent as security agent and as lender (the "**Original Loan Agreement**"), the Security Agent has agreed to grant certain facilities to the Initial Security Providers in accordance with the terms set out therein.
- (B) Pursuant to a joinder agreement dated 26 February 2021 between, inter alios, the Released Parties and the Security Agent, the Additional Security Providers became a

party under the Original Loan Agreement as borrowers (the "**Joinder Agreement**") (the Original Loan Agreement as amended, varied, supplemented, superseded, increased or extended from time to time, in particular by the Joinder Agreement, the first amendment agreement dated 26 April 2021 (the "**First Amendment Agreement**") and the second amendment agreement dated 21 June 2021 (the "**Second Amendment Agreement**"), the "**Loan Agreement**").

- (C) Pursuant to the Original Loan Agreement, the Joinder Agreement and the First Amendment Agreement, the Released Parties granted the following pledges over intellectual property:
- a. An intellectual property pledge agreement between the Initial Security Providers as pledgors and assignors and the Security Agent as pledgee and assignee dated 19 November 2020.
 - b. An intellectual property pledge agreement between Additional Security Providers as pledgors and assignors and the Security Agent as pledgee and assignee dated 26 February 2021.
 - c. A second ranking intellectual property pledge agreement between the Released Parties as pledgors and assignors and the Security Agent as pledgee and assignee dated 26 April 2021;
(collectively referred to herein as the "**IP Pledge Agreements**")
- (D) The Released Parties paid all outstanding amounts owed under or in connection with the Loan Agreement and the other Loan Documents in or around November 2021.
- (E) The Security Agent has therefore agreed to the formal release and retransfer to the Released Parties any and all of the security interests created by the Released Parties pursuant to the Loan Documents, such release being effective as at 23 November 2021.

NOW, IT IS AGREED as follows:

1. Security Releases

- a) Effective as of 23 November 2021 (the "**Effective Date**"), the Security Agent hereby terminates, waives, and releases in full (i) any and all security interests created pursuant to any IP Pledge Agreements and (ii) any other obligation, liabilities and indemnities, created pursuant to the IP Pledge Agreements in relation to each Released Party and in particular:
 - i. releases and discharges each of the Released Parties from all present and future obligations, covenants, undertakings, representations, warranties and liabilities (both actual and contingent) under each of the IP Pledge Agreements; and
 - ii. in accordance with Sections 1273 para. 2 and 1255 para. 1 German Civil Code (or similar provisions under any other applicable law) releases all pledges created under the IP Pledge Agreements, and all security created under the IP Pledge Agreements (each in accordance with section 1255 para. 1 in connection with section 1273 para. 2 of the German Civil Code; or similar provisions under any other applicable law).
- b) All authorisations and/or powers of attorney granted by the relevant Released Party to the Security Agent pursuant to any (or all) of the IP Pledge Agreements shall be revoked as at the Effective Date, and the Security Agent confirms it will not make further use of any of these powers of attorney. The same applies to any blank notification letters or register applications (if any) provided to the Security Agent under or in connection with the IP Pledge Agreements.

- c) The Security Agent agrees that each respective Released Party shall be entitled to make any declarations or give such notices to any persons or authorities that are necessary in order to give effect to the purposes of this clause.

2. Further assurances

The Parties agree that the Security Agent will, at the reasonable request and expense of any of the Released Parties, undertake all necessary steps, do all such things and execute and deliver all such further documents and make all declarations to give effect to or in connection with the release or termination of the pledges created under the IP Pledge Agreements and other declarations contemplated by or under the IP Pledge Agreements and this Agreement, in each case upon reasonable request and prepared by the Company for the Security Agent to review (within five Business Days), at no cost or expense to the Security Agent.

3. Amendments

Any amendments, changes or variations to this Agreement may be made only with the agreement of the Released Parties and the Security Agent in writing.

4. Severability

If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any relevant jurisdiction, such provision shall as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid or unenforceable provision shall be deemed replaced by such valid, legal or enforceable provision which comes as close as possible to the original intent of the Parties and the invalid, illegal or unenforceable provision. The aforesaid shall apply mutatis mutandis to any gap in this Agreement.

5. Conclusion of this Agreement

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Security Agent and the Security Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Applicable Law; Jurisdiction

This Agreement and any non-contractual obligation arising in respect hereof shall be governed by, and construed in accordance with, the laws of the Federal Republic of Germany excluding the German conflicts of law rules. The place of jurisdiction for any and all disputes arising under or in connection with this Agreement shall be the Regional Court (*Landgericht*) of Düsseldorf, Germany.

[Remainder of page left intentionally blank. Signature pages to follow]

MXP Prime Platform GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director

Aterl GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director

AZ-Delivery Vertriebs GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director

Humusziegel.de – Großhandel & Direktimport GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director


eSpring GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director

Auerbach & Söhne GmbH as Released Party

DocuSigned by:
Malte Niklas Horeyseck
By: _____
Name: Malte Niklas Horeyseck
Title: Managing Director

TriplePoint Capital LLC as Security Agent

By:  _____
Name: Kevin W. Thorne
Title: Chief Operating Officer

