

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM808271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PAYOFF LETTER RELEASING SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WindSail Capital Fund, L.P.		08/02/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WeSpire, Inc.		
<b>Street Address:</b>	125 Kingston Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4242327	PRACTICALLY GREEN	
<b>Registration Number:</b>	4782692	WESPIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173453299		
<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>	16173453000		
<b>Email:</b>	trademarks@burnslev.com		
<b>Correspondent Name:</b>	Deborah J. Peckham		
<b>Address Line 1:</b>	125 High Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	43205.0		
<b>NAME OF SUBMITTER:</b>	Deborah J Peckham		
<b>SIGNATURE:</b>	/Deborah J Peckham/		
<b>DATE SIGNED:</b>	05/05/2023		
<b>Total Attachments: 8</b>			
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OP \$65.00 4242327

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**WindSail Capital Fund, L.P.**  
**133 Federal Street, 7<sup>th</sup> Floor**  
**Boston, MA 02110**

August 2, 2021

WeSpire, Inc.  
 50 Milk Street  
 Boston, Massachusetts 02111  
 Attn: Susan Hunt Stevens, CEO

Re: Payoff of obligations with respect to the Credit Agreement (as defined below)

Ladies and Gentlemen:

Reference is hereby made to that certain Credit and Security Agreement dated as of April 13, 2015 (as amended, restated, supplemented or otherwise modified to the date hereof, the “**Credit Agreement**”), among WeSpire, Inc., a Delaware corporation (the “**Borrower**”), WindSail Capital Fund, L.P. (successor in interest to WindSail Credit Fund, L.P.), as collateral agent and administrative agent (the “**Agent**”), and the lenders from time to time party thereto (collectively, the “**Lenders**”). Capitalized terms used in this letter and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Please be advised that the following payoff amounts (collectively and in the aggregate the “**Payoff Amount**”) constitute all outstanding Obligations owed under the Credit Agreement and the other Loan Documents as of August 2, 2021 (the “**Loan Repayment Date**”), other than potential indemnification and expense reimbursement obligations related thereto and other provisions set forth in the Loan Documents which by their terms expressly survive termination of the Credit Agreement and payment in full of the Obligations (collectively, the “**Contingent Obligations**”) (and by execution hereof, the Borrower acknowledges, confirms and reaffirms such survival):

Principal Balance	\$ 2,520,000.00
Accrued PIK Interest	1,278,618.40
July Cash Interest	19,501.02
Month-to-date Cash Interest	1,265.71
Administrative Fee	96.77
Legal Fees and Expenses	500.00
<b>Payoff Amount</b>	<b>\$ 3,819,981.91</b>

The Payoff Amount assumes receipt by the Agent and its legal counsel of their respective portions of the Payoff Amount as set forth above in immediately available funds (denominated in Dollars) and in accordance with the wire instructions set forth below (the “**Wire Instructions**”) by no later than 4:00 p.m. Boston time on the Loan Repayment Date (the “**Payoff Time**”). For each additional day after the Payoff Time through the Expiration Time (as defined below), per diem interest in the amount of \$1,419.58 per day shall accrue and be due from the Borrower. The Borrower hereby agrees not to request additional Loans under the Credit Agreement on or after the date hereof through the Expiration Time.

Upon (i) the receipt by the Agent of an executed counterpart of this letter by the Borrower, and (ii) the receipt by the Agent and its legal counsel of the Payoff Amount in accordance with the applicable Wire Instructions:

(A) all (i) security interests, mortgages, liens, pledges and other encumbrances in favor of the Agent in the Collateral or any other assets, property and rights of the Borrower, and (ii) guarantees made pursuant to the Loan Documents, shall immediately and automatically terminate without any further action required by the Agent or the Borrower. On the Loan Repayment Date, the Agent hereby agrees to deliver to the Borrower or its designees (at the Borrower's expense) all possessory collateral that was delivered to the Agent by the Borrower (or provide lost certificate affidavits in form and substance reasonably satisfactory to the Borrower if originals of such possessory collateral cannot be located and returned);

(B) the Borrower (personally or through designees and at the Borrower's expense) is hereby authorized to file UCC-3 termination statements and other discharges, releases or terminations necessary to terminate the Agent's security interest in the Collateral, and the Agent agrees to promptly execute and deliver, without representation, warranty or recourse by or to the Agent, any lien release, mortgage releases, re-assignments of trademarks and copyrights, discharges of security interests, and other similar discharge or release documents (and, if applicable, in recordable form) as are reasonably necessary to release or terminate as of record, the security interests, and all other notices of security interests and liens previously filed by the Agent against the Borrower or the Collateral (at the Borrower's expense), each of which releases and discharges the Borrower; and

(C) all indebtedness and payment obligations of the Borrower to the Lenders under the Credit Agreement and other Loan Documents shall be paid and discharged in full and the Borrower shall have no further obligations, indebtedness or liability of any kind to the Agent or the Lenders under the Credit Agreement or any of the other Loan Documents (other than the Contingent Obligations), and all such agreements, documents and instruments shall be deemed immediately and automatically terminated (other than the Contingent Obligations) and the Agent and the Lenders shall have no further obligations to the Borrower under the Credit Agreement or the other Loan Documents; provided that nothing herein is intended or shall be deemed or construed to terminate the Contingent Obligations, each of which shall continue after the Loan Repayment Date, or (b) claims that arise because the Agent is required by a court or similar body for any reason to disgorge any amounts paid over to the Agent by, or on behalf of, the Borrower,

The Payoff Amount shall be sent by wire transfer to the following accounts in accordance with the following wire transfer instructions:

- (i) with respect to the Payoff Amount (other than legal fees), to the Agent in accordance with the following instructions:

Bank Name:	First Republic Bank 111 Pine Street San Francisco, CA 94111
ABA Routing #:	321081669
Account Number:	80006369625
Reference:	WeSpire Payoff

- (ii) with respect to the legal fees and expenses, to the Agent's legal counsel in accordance with the following instructions:

Bank Name:	Wells Fargo Bank, N.A.
Bank Address:	1300 I Street NW, 11 <sup>th</sup> Floor West Tower Washington, D.C. 20005
ABA / Routing #:	121000248
Name On Account:	DLA Piper LLP
Account Number:	4053611935
Reference:	WindSail/WeSpire

In consideration of the foregoing, by their execution of the acknowledgment and agreement hereto, effective upon release by the Agent of its liens on and security interests in the Collateral and all other property and assets of the Borrower and the termination of the Credit Agreement and the other Loan Documents, in each case pursuant to the terms hereof, the Borrower hereby absolutely, fully, unconditionally, and irrevocably, releases, relieves, absolves, acquits, and discharges the Agent, the Lenders, and each of their past, present and future affiliates, equityholders, directors, managers, employees, agents, attorneys, predecessors, successors and assigns from any and all claims, actions, causes of action, suits, judgments, damages, debts, obligations, settlements and demands of any nature whatsoever, present and future, known or unknown, absolute or contingent, arising prior to the date hereof (collectively, the “**Claims**”) in connection with the transactions of the Borrower, the Agent and the Lenders under or in connection with the Credit Agreement or any of the other Loan Documents (excluding the Agent’s obligations under this letter and any such Claims determined by a court of competent jurisdiction by final nonappealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of the Agent).

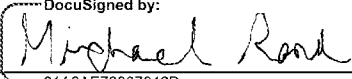
This letter shall terminate immediately and be of no further force or effect on **August 3, 2021** if the Payoff Amount is not received by the Agent and its counsel, as applicable, in accordance with the applicable Wire Instructions set forth above by 4:00 p.m. Boston time on such day (the “**Expiration Time**”). Upon such termination, the Borrower will be required to request and obtain a new payoff letter with respect to the Obligations.

THIS LETTER IS A CONTRACT UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID COMMONWEALTH OF MASSACHUSETTS (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Fax or electronic (by email delivery in .pdf format) signatures shall have the same force and effect as if original signatures had been delivered.

[Signature page follows]

Very truly yours,

**WINDSAIL CAPITAL FUND, L.P.,**  
as the Agent

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael Rand  
Title: Managing Director

Acknowledged and agreed to as of the date first written above:

**BORROWER:**

**WESPIRE, INC.**


By:   
Name: Susan Hunt Stevens  
Title: Chief Executive Officer

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WeSpire, Inc. owns and uses software and other copyrighted or copyrightable content that it has developed or that has been developed under its direction comprising its WeSpire™ Platform, including all of the source, object and executable software code, all content published through the Platform, and all activities and reports generated by or through the Platform.	Unregistered	N/A
WeSpire, Inc. owns and uses all content published at www.practicallygreen.com and www.wespire.com that it has developed or that has been developed under its direction.	Unregistered	N/A
WeSpire, Inc. owns and uses publications that it has authored or that have been authored under its direction relating to Company business, including, but not limited to, business plans, studies, white papers, user guides, marketing plans.	Unregistered	N/A
WeSpire, Inc. uses and/or displays third party content under express or implied license, including user-generated content posted or submitted through its WeSpire™ Platform and software used in the running of its business.	Unregistered	N/A

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
PRACTICALLY GREEN	4,242,327	10/28/2009
WESPIRE	86/123,698	11/20/2013

EXHIBIT D

Mask Works

None.