

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM825126

<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>
Alter Domus (US) LLC		07/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RetailNext, Inc.		
<b>Street Address:</b>	60 S. Market Dr., Suite 310		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3790137	RETAILNEXT	
<b>Registration Number:</b>	5057872	AURORA	
<b>Registration Number:</b>	5057871	LUNA	
<b>Registration Number:</b>	5176311	RETAILNEXT	
<b>Serial Number:</b>	88939961	SHOPSAFE	
<b>Serial Number:</b>	88939958	SHOPSAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.di.grande@goldbergkohn.com		
<b>Correspondent Name:</b>	Jaclyn Di Grande - Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E Monroe St., Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7562.021		
<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande		
<b>SIGNATURE:</b>	/jaclyn di grande/		

OP \$165.00 3790137

<b>DATE SIGNED:</b>	07/18/2023
<b>Total Attachments: 3</b> source=RetailNext - Trademark Release#page1.tif source=RetailNext - Trademark Release#page2.tif source=RetailNext - Trademark Release#page3.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “Release”) is made as of July 13, 2023 (the “Effective Date”) by **ALTER DOMUS (US) LLC** (“Alter Domus”), in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated April 23, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”) by and among each of the Loan Parties party thereto (each a “Grantor” and collectively, the “Grantors”), in favor of Alter Domus, in its capacity as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and assigns in such capacity, if any, the “Collateral Agent”);

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 23, 2021 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Trademark Security Agreement”), by and among RetailNext, Inc., a Delaware corporation (“Parent”) and Grantee, and certain other Loan Documents, Parent granted to Grantee a continuing security interest in the Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 23, 2021 at Reel 7268, Frame 0874; and

WHEREAS, Grantee has consented and hereby consents to the release of its security interest in the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

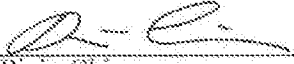
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Financing Agreement.
2. Grantee’s Lien on and security interest in, to and under the Trademark Collateral granted pursuant to any Loan Document, including the Trademark Security Agreement, is hereby terminated and released.
3. To the extent Grantee retains any right, title or interest in, to and under the Collateral (as such term is defined in the Trademark Security Agreement), Grantee hereby assigns, transfers, delivers and conveys to Parent, all of Grantee’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in, to and under the Collateral (as such term is defined in the Trademark Security Agreement).
4. Grantee hereby authorizes Parent and any of its respective designees to file this Release with the United States Patent and Trademark Office.

[signature page to follow]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

ALTER DOMUS (US) LLC,  
a Delaware limited liability company

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[SIGNATURE PAGE TO TRADEMARK RELEASE]

**SCHEDULE 1**

**TRADEMARKS**

Trademark Registrations and Applications

**TRADEMARKS:**

Registered Trademarks (5)	Territory	Class	Filing Date	Registration Date	Registration No.	Owner
RETAILNEXT	USA	009	10/5/09	5/18/2010	3790137	RetailNext, Inc.
Aurora	USA	009	12/21/15	10/11/2016	5057872	RetailNext, Inc.
Luna	USA	009	12/21/15	10/11/2016	5057871	RetailNext, Inc.
RETAILNEXT	USA	042	9/1/16	4/4/2017	5176311	RetailNext, Inc.
RETAILNEXT	Japan	009 042	2/28/2017	2/23/2018	6022374	RetailNext, Inc.

**TRADEMARK APPLICATIONS:**

Trademark Applications (3)	Territory	Application No.	Class	Filing Date
RETAILNEXT	EU	016414195	009 42	2/28/2017
SHOPSAFE	USA	88939961	009 042	5/29/2020
SHOPSAFE	USA	88939958	009 042	5/29/2020