

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840038

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900799953		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVOLV, LLC		09/11/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	DIMENSION ENGINEERING LLC		
Street Address:	5171 HUDSON DRIVE		
City:	HUDSON		
State/Country:	OHIO		
Postal Code:	44236		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4652072	KICK	
Registration Number:	4674396	DNA	
Registration Number:	4714964	EVOLV	
Registration Number:	4656305	DARWIN	
Registration Number:	4632501		
Registration Number:	5042128	ESCRIBE	
Registration Number:	5301979	EVOLV	
Registration Number:	5325147	ESCAPE	
Registration Number:	5325148	HATCH	
Registration Number:	5325149	RADAR	
Registration Number:	5347304	DNA STEALTH	
Registration Number:	5356018	REFLEX	
Serial Number:	87639868	RESOLVE	
Serial Number:	87673318	SUPERHEATER	
Serial Number:	87773735	REPLAY	
Serial Number:	88547381	DARWIN	
CORRESPONDENCE DATA			

Fax Number: 4048853900

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: 804.697.1262

Email: trademarks@troutman.com

Correspondent Name: Coby Beck, Esq.

Address Line 1: 600 Peachtree Street NE, Suite 3000

Address Line 2: Troutman Pepper

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	249984.000002
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NAME OF SUBMITTER:	Austin Padgett
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SIGNATURE:	/Austin Padgett/
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DATE SIGNED:	09/18/2023
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Total Attachments: 5

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**DEBT FORGIVENESS AGREEMENT
(SECOND FORGIVENESS)**

This Debt Forgiveness Agreement (this “Agreement”) is executed by Dimension Engineering LLC, an Ohio limited liability company (the “Lender”), and Evolv, LLC, an Ohio limited liability company (the “Company”), effective as of September 11, 2023 (the “Effective Date”).

W I T N E S S E T H

WHEREAS, on May 14, 2020, the Company delivered a Promissory Note to the Lender in the initial principal amount of \$10,000,000.00 (the “Promissory Note”);

WHEREAS, on September 8, 2023, the Lender forgave \$2,577,779 on the Promissory Note;

WHEREAS, \$6,999,999 of the principal amount of the Promissory Note and no interest is outstanding as of the Effective Date; and

WHEREAS, the Lender desires to terminate and discharge the Company from its obligations under the Promissory Note, as of the Effective Date, and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Forgiveness of Indebtedness and Termination of Promissory Note. As of the Effective Date, the Lender hereby forgives the aggregate amount of \$6,999,999 on the Promissory Note, which represents the entire remaining outstanding amount under the Promissory Note, and agrees that each of the Promissory Note, the Patent Security Agreement, dated May 14, 2020, between the Lender and the Company (the “Patent Security Agreement”), and the Purchased Asset Security Agreement, dated May 14, 2023, between the Lender and the Company (the “Purchased Assets Security Agreement” and together with the Patent Security Agreement and the Promissory Note, the “Debt Documents”) shall be terminated, cancelled, null and void in accordance with Paragraph 3 below and that neither the Company nor the Lender shall have any further rights or obligations thereunder.

2. Waiver of Notice. The Lender hereby waives (i) any notice requirement in connection with the termination of the Promissory Note, and (ii) any prohibition on the prepayment of the Promissory Note.

3. Release of Collateral. Effective upon the Effective Date, (a) all indebtedness of the Company for credit extended by the Lender shall be fully paid and discharged, (b) the Debt Documents will automatically terminate, (c) all commitments to lend under the Debt Documents

will automatically terminate and shall have no further force and effect, (d) all liens and security interests held by the undersigned in the assets of the Company (including the Collateral (as defined in the Security Agreement), the Collateral (as defined in the Trademarks Security Agreement) and the Collateral (as defined in the Patent Security Agreement)) shall be automatically released and terminated; and (e) the Company and its designees shall be authorized to file Uniform Commercial Code financing termination statements and other filings (including with the USPTO) necessary to terminate any and all Uniform Commercial Code financing statements or USPTO filings with respect to the Collateral previously filed by the undersigned with respect to the Company

4. Release. The Lender, on behalf of itself and its agents, heirs, legal representatives, successors and assigns and any other person who may claim through such persons, hereby irrevocably, unconditionally and completely release, acquits and forever discharges the Company, its affiliates, successors, stockholders and past, present and future assigns, directors, officers, agents, attorneys and representatives and affiliates of any such persons (the "Released Persons") from any Claim, and hereby irrevocably, unconditionally and completely waives and relinquishes each and every Claim that the Lender may have had in the past, may now have or may in the future have against any of the Released Persons, directly or indirectly relating to or directly or indirectly arising out of the Promissory Note, except for any Claims that cannot be released as a matter of law. For purposes of this Agreement, the term "Claim" means all past, present and future disputes, claims, controversies, demands, rights, obligations, liabilities, actions and causes of action of every kind and nature in connection with the Promissory Note, including, without limitation, any unknown, unsuspected or undisclosed claim.

5. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, representations, understandings and arrangements, whether written or oral.

6. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Ohio applicable to contracts executed and to be performed wholly within such state without giving effect to the choice of law principles of such state.


7. Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts (including by means of facsimile, "pdf" or equivalent format), each of which when so executed and delivered shall be deemed an original and which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

LENDER:

DIMENSION ENGINEERING LLC

By: 
John Bellinger, Member

COMPANY:

EVOLV, LLC

By: 
Brandon Ward, Member

September 11, 2023

Via Email

Dimension Engineering, LLC
Attn: Mr. John Bellinger

Side Letter Regarding Debt

Dear John:

This letter agreement confirms that Evolv LLC, an Ohio limited liability company owned 50/50 by John Bellinger and Brandon Ward ("Evolv"), owes \$436,000 (the "Debt") to Dimension Engineering LLC, an Ohio limited liability company owned 100% by John Bellinger ("Dimension") under that certain Secured Promissory Note, dated May 14, 2020, issued by Evolv to Dimension (the "Note"). The Note is secured by that certain Trademark Security Agreement, dated May 14, 2020, between Evolv and Dimension (the "Trademarks Security Agreement" and together with the Note, the "Debt Documents").

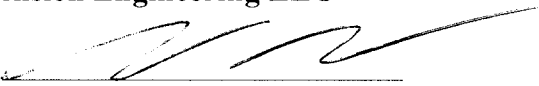
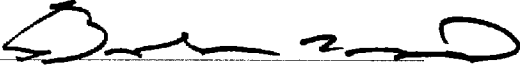
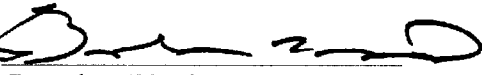
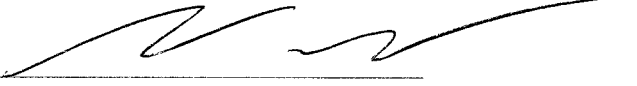
It is contemplated that:

1. Pursuant to that certain Assignment and Assumption Agreement, dated the date hereof, among the parties hereto (the "A&A Agreement"), the Debt Documents will be assigned by Evolv to, and assumed by, John Bellinger and Brandon Ward in their capacities as 50/50 members of Evolv, and Evolv shall have no further obligations or liabilities thereunder.
2. Evolv will convert to a Delaware corporation ("Converted Entity") and as result of such conversion, John Bellinger will own 500 shares of common stock of Converted Entity and Brandon Ward will own 500 shares of common stock of Converted Entity;
3. John Bellinger will then sell 50 shares of his common stock to Xie Guo and Brandon Ward will then sell 350 shares of his common stock to Hong Kong Ne-Vapor Technology Co., Limited (the "Sale Transactions").

Upon consummation of the Sale Transactions, Brandon Ward shall pay one-half of the Debt (*i.e.*, \$218,000) to Dimension and John Bellinger shall pay one-half of the Debt (*i.e.*, \$218,000) to Dimension, the Debt Documents shall terminate and be of no further force or effect, no further amounts thereunder shall be due or payable and all obligations thereunder shall be paid and satisfied in full, and any of John Bellinger, Brandon Ward, Dimension or Evolv or any of their representatives may make such UCC or USPTO filings or take such other actions as are necessary to release and terminate any security interests held by Dimension under the Debt Documents.

[SIGNATURE PAGE FOLLOWS]

If you are in agreement with the foregoing, please execute this letter agreement where indicated below (both on behalf of Dimension and in your personal capacity) and return the signed version to me.

Dimension Engineering LLC By:  John Bellinger Authorized Person	 Brandon Ward
Evolv LLC By:  Brandon Ward Authorized Person	 John Bellinger