

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851979

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|---|---------------------------------|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ESCALATE CAPITAL IV, LP | | 11/07/2023 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | INVISIONAPP INC. | | |
| Street Address: | 41 Madison Avenue, Floor 25 | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4194214 | INVISION | |
| Registration Number: | 5495483 | CRAFT | |
| Registration Number: | 5783818 | STUDIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 2134579864 | | |
| Email: | dkay@mcguirewoods.com | | |
| Correspondent Name: | Don Kay | | |
| Address Line 1: | 355 S. Grand Avenue, Suite 4200 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | 2067509-0092 | | |
| NAME OF SUBMITTER: | Don Kay | | |
| SIGNATURE: | /Don Kay/ | | |
| DATE SIGNED: | 11/08/2023 | | |
| Total Attachments: 6 | | | |
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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 7, 2023 (“Release”), is made by **ESCALATE CAPITAL IV, LP**, a Delaware limited partnership (“Lender”), in favor of **INVISIONAPP INC.**, a Delaware corporation (“Grantor”) with their principal place of business located at 41 Madison Avenue, Floor 25, New York, NY 10010.

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of January 25, 2022 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and between Lender and Grantors, and (ii) Intellectual Property Security Agreement dated as of January 25, 2022 by and between Lender and Grantors (the “IP Agreement”, together with the Loan Agreement, the “Loan Documents”), Grantors granted and conveyed to Lender a security interest in the entire right, title and interest of Grantors in and to all of Grantors’ Intellectual Property;

WHEREAS, the IP Agreement was recorded with the Trademark Division of the US Patent and Trademark Office (“USPTO”) on January 25, 2022 at Reel No. 7567, Frame No. 0250, for the trademarks listed on Schedule A attached hereto.

WHEREAS, the IP Agreement was recorded with the Patent Division of the US Patent and Trademark Office (“USPTO”) on January 25, 2022 at Reel No. 058761, Frame No. 0294, for the patents listed on Schedule B attached hereto.

WHEREAS, the IP Agreement was recorded with the US Copyright Office (“USCO”) on January 27, 2022 as Document No. V9995 D075 P1-6, for the copyrights listed on Schedule C 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 Agreement 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 Schedules A, B and C 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 Schedules A, B and C; and

(c) authorizes the recordation of this Release with the USPTO and USCO, 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.

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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,
a Delaware limited partnership

By: Escalate Capital GP IV, LLC,
its general partner

By: 
Name: Lawrence Bradshaw
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> |
|--------------------|---|---|
| INVISION | 4194214 | 08/21/2012 |
| CRAFT | 5495483 | 06/19/2018 |
| STUDIO | 5783818 | 06/18/2019 |

SCHEDULE B

PATENTS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Auto-complete design for content-creating applications | US 10,614,268 B1 | April 7, 2020 |
| Automated linking and merging of hierarchical data structures for animated transitions | US 10,664,133 B1 | May 26, 2020 |
| Persistence Strategy for Applications | US 15/953,165 | April 13, 2018 |
| Collaboration Synchronization Across Devices | US 15/967,564 | April 30, 2018 |

SCHEDULE C
COPYRIGHTS

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|----------------------------|--------------------------|
| InVision V7 | TX 8-928-629 | December 17, 2020 |
| InVision V6 | TX 8-752-648 | June 7, 2019 |
| InVision Studio | TX 8-784-106 | August 20, 2019 |
| InVision Freehand | TX 8-960-403 | February 2, 2021 |
| InVision Design System Manager (aka DSM) | TX 8-931-802 | December 21, 2020 |