

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI100466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Espresso Capital Ltd.		03/11/2024	Limited Corporation:
RECEIVING PARTY DATA			
Company Name:	Headout Inc.		
Street Address:	12 E 49th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4840337	HEADOUT	
Registration Number:	5703654	HEADOUT	
Registration Number:	5722688	HEADOUT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4159848700		
Email:	mpalmer@omm.com		
Correspondent Name:	Madeleine Patton		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0367973-00007		
NAME OF SUBMITTER:	MADELEINE PATTON		
SIGNATURE:	MADELEINE PATTON		
DATE SIGNED:	03/18/2024		
Total Attachments: 2			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Release of Intellectual Property Security Interest (this “**Release**”) is given effective as of March 11, 2024 by Espresso Capital Ltd. (“**Espresso**”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of April 22, 2021, executed by Headout Inc. (“**Borrower**”) in favor of Espresso (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), Borrower granted Espresso a Lien (as defined in the IP Security Agreement) on and security interest in, all of its right, title and interest in, to and under the following (the “**Collateral**”): (i) all its patents, trademarks and all intellectual property licenses providing for the grant by or to such Borrower of any right under any patent or trademark, including, without limitation, those referred to in Schedule A attached hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such patent or trademark, and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the IP Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on April 27, 2021, at Reel/Frame: 7272/0486; and

WHEREAS, Espresso now desires to release the entirety of its security interest in the Collateral.

NOW, THEREFORE, intending to be legally bound hereby and in connection with the IP Security Agreement, Espresso hereby (i) releases the continuing security interest and continuing lien upon, and terminates its security interest in, to, and under, and all other rights, title and interest in, to, and under the Collateral, without any recourse, representation or warranty, (ii) terminates the IP Security Agreement, and (iii) re-assigns to Borrower, any right, title or interest Espresso may have in, to or under the Collateral, together with the goodwill of the business symbolized thereby, and hereby authorizes Borrower or Borrower’s authorized representative or designee to record this Release with the United States Patent and Trademark Office as evidence of such release and termination.

IN WITNESS WHEREOF, Espresso duly executes this Release, which is effective as of the day and year first written above.

Espresso Capital Ltd.

By:

DocuSigned by:
Jyotin Handa
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Jyotin Handa, Executive Director

**SCHEDULE A
TO RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

Trademarks:

Owner	Trademark Application	Registration No.	Registration Date
Headout Inc.	HEADOUT (Word Mark, Int. Cl. 9)	4840337	10/27/2015
Headout Inc.	Headout (Word Mark, Cl. 39, 41,42, 43)	5703654	03/19/2019
Headout Inc.	HEADOUT (Word Mark, Int. Cl. 9, 41, 42)	5722688	04/09/2019

Domain Names:

Registrant Organization	Domain Name	Date Created	Date Updated	Registry Expiration Date
Headout Inc.	bangkok-day-tours.com	11/27/2019	12/03/2019	11/27/2021
Headout Inc.	catacombs-paris.com	12/08/2018	12/09/2020	12/08/2022
Headout Inc.	headout-alerts.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout-deals.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout-notifications.com	01/10/2017	01/11/2020	01/10/2022
Headout Inc.	headout.com	11/04/1996	11/04/2020	11/03/2021
Headout Inc.	hop-on-hop-off-dubai.com	12/07/2018	12/08/2020	12/07/2022
Headout Inc.	northern-lights-tour.com	11/01/2018	11/02/2020	11/01/2022
Headout Inc.	nyc-attractions.com	12/18/2018	12/19/2020	12/18/2022
Headout Inc.	tickets-milan.com	12/12/2018	12/13/2020	12/12/2022
Headout Inc.	tickets-naples.com	10/01/2019	10/11/2019	10/01/2021
Headout Inc.	tickets-phuket.com	11/27/2019	12/03/2019	11/27/2021
Headout Inc.	venice-boat-tour.com	11/08/2018	11/09/2020	11/08/2022
Headout Inc.	test-headout.com	11/04/2015	11/05/2020	11/04/2022
Headout Inc.	headoutapp.com	01/27/2014	01/27/2020	01/27/2022