503853002 06/02/2016

EPAS ID: PAT3899651

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
EPSILON ACQUISITIONS, LLC	05/27/2016
DIGICEL LTD.	05/27/2016
RRE VENTURES IV, L.P.	05/27/2016

RECEIVING PARTY DATA

Name:	BOOM FINANCIAL, INC.	
Street Address:	995 MARKET STREET, 4TH FLOOR	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94103	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6370597

CORRESPONDENCE DATA

Fax Number: (212)728-8111

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: 212 728 8000
Email: ipdept@willkie.com

Correspondent Name: KIM WALKER C/O WILLKIE FARR & GALLAGHER LLP

Address Line 1: 787 SEVENTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10019

TTORNEY DOCKET NUMBER: 118136.00004 KAW		
NAME OF SUBMITTER:	KIM A. WALKER	
SIGNATURE: /kaw-907/		
DATE SIGNED:	06/02/2016	

Total Attachments: 6

source=Boom Financial Patent Release (EXECUTED)#page1.tif source=Boom Financial Patent Release (EXECUTED)#page2.tif source=Boom Financial Patent Release (EXECUTED)#page3.tif source=Boom Financial Patent Release (EXECUTED)#page4.tif

PATENT 503853002 REEL: 038864 FRAME: 0795

source=Boom Financial Patent Release (EXECUTED)#page5.tif source=Boom Financial Patent Release (EXECUTED)#page6.tif

PATENT REEL: 038864 FRAME: 0796

RELEASE OF SECURITY AGREEMENT IN PATENTS

THIS RELEASE OF SECURITY INTEREST IN PATENTS (the "Release"), is granted and conveyed as of this 27th day of May, 2016, by Epsilon Acquisitions, LLC, Digicel Ltd. and RRE Ventures IV, L.P. (collectively, the "Lenders"), in favor of Boom Financial, Inc., a Delaware corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement in favor of the Lenders, dated as of August 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Obligor granted to the Lenders a security interest in certain collateral, including the Patent Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Patent Security Agreement, dated as of August 13, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Lenders a lien on, and security interest in and to, all of the Obligor's right, title and interest in, to and under the Patent Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on September 16, 2015, at Reel 036617/Frame 0809;

WHEREAS, the Obligor has requested that the Lenders: (a) terminate and release all liens and interests of the Lenders in the Patent Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Lenders' Security Interests in the Patent Collateral, and the parties seek to make record of the Lenders' release to the Obligor of any and all of their Security Interests in the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lenders hereby agree as follows:

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term "<u>Patent Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the Patents listed on <u>Schedule A</u> hereto, and any divisionals, continuations, continuations-in-part, reissues, reexaminations and extensions thereof; and (b) all Proceeds of any and all of the foregoing, including any claim by Obligor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license agreement, including the right to

PATENT REEL: 038864 FRAME: 0797 receive damages, or right to receive license fees, royalties, and other compensation under any license agreement.

- 2. <u>Release of Security Interests</u>. The Lenders hereby terminate, discharge and release to the Obligor the Security Interests in the Patent Collateral, and any right, title or interest of the Lenders in such Patent Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Lenders hereby agree to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

- 2 -

IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

EPSILON ACQUISITIONS, LLC

By:
Name:
Title:

DIGICEL LTD.

By:
Name:
Title:

RRE VENTURES IV, L.P.

By:
Name:
Title:

[Signature Page to Release of Security Interest in Patents]

PATENT REEL: 038864 FRAME: 0799 IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

EPSILON ACQUISITIONS, LLC

By: Name: Title:	
DIGIC	EL LTD.
By: Name: Title:	<u>AL 3 1/5 —</u> A 3 1/00/2000 61000 COO.
RRE V	ENTURES IV, L.P.
By: Name:	

Title:

[Signature Page to Release of Security Interest in Patents]

IN WITNESS WHEREOF, the Lenders have caused this Release to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

EPSILON ACQUISITIONS, LLC

By:			
Name:		 	
Title:			
DIGIC	EL LTD.		
By:	·····		acciditation .
Name:			
Title:			

RRE VENTURES IV, L.P.

Name: WILLIAM D. PORTEOUS

Title: GENERAL PARTNER \$ COO

[Signature Page to Release of Security Interest in Patents]

SCHEDULE A

PATENTS

Jurisdiction	Patent Number	Title	Owner
U.S.	6,370,597	Method and Apparatus for	BOOM FINANCIAL, INC.
		Controlling an Animatronic	
		Device Using a Web	
		Enabled Cellular Phone	