

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5937457

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	3
CONVEYING PARTY DATA	
Name	Execution Date
ORIX GROWTH CAPITAL, LLC	01/30/2020
RECEIVING PARTY DATA	
Name:	MAGNETIC MICHIGAN, INC.
Street Address:	360 PARK AVE. SOUTH
Internal Address:	19TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8234375
Patent Number:	8744928
CORRESPONDENCE DATA	
Fax Number:	(212)371-5500
<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:	2122093044
Email:	rclarida@reitlerlaw.com
Correspondent Name:	ROBERT W. CLARIDA
Address Line 1:	885 3RD AVE., 20TH FLOOR
Address Line 2:	C/O REITLER KAILAS & ROSENBLATT LLC
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	6771-00
NAME OF SUBMITTER:	ROBERT W. CLARIDA
SIGNATURE:	/robert clarida/
DATE SIGNED:	01/30/2020
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	

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RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST (“**Release**”) is made and effective as of January 30, 2020 and granted by ORIX Growth Capital, LLC (f/k/a ORIX Ventures, LLC) (the “**Secured Party**”), in favor of Magnetic Michigan, Inc. a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 4, 2015 (the “**Loan Agreement**”) among the Grantor, Magnetic Media Online Holdings, Inc., Magnetic Media Online, Inc. and the Secured Party, the Grantor executed and delivered to the Secured Party that certain Intellectual Property Security Agreement dated as of August 4, 2015 by and between the Secured Party and the Grantor (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Patent Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 036315, Frame 0300 on August 13, 2015; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the Patent Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party and its successors, legal representatives and assigns hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Patent Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Further Assurances. The Secured Party agrees, at Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ORIX GROWTH CAPITAL, LLC



By: _____

Name: Mark Campbell

Title: Authorized Representative

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Registration Date	Record Owner
Apparatus and Method for Providing a Marketing Service	USPTO	8,234,375	07/31/2012	Magnetic Michigan, Inc.
Apparatus and Method for Providing a Marketing Service	USPTO	8,744,928	06/03/2014	Magnetic Michigan, Inc.