

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8267000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT RECORDED AT REEL 036790/FRAME 0473
CONVEYING PARTY DATA	
Name	Execution Date
VENTURE LENDING & LEASING VII, INC.	11/08/2023
VENTURE LENDING & LEASING VIII, INC.	11/08/2023
RECEIVING PARTY DATA	
Name:	TRAVELPRO BSI, INC. (ASSIGNED FROM BLUESMART (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC)
Street Address:	245 PARK AVENUE, 38TH FLOOR
Internal Address:	C/O MIDOCEAN PARTNERS
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14722980
Patent Number:	D795045
Patent Number:	D767893
Patent Number:	D779211
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<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:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE KANN
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	93840-00005
NAME OF SUBMITTER:	STEPHANIE KANN
SIGNATURE:	/stephanie kann/

DATE SIGNED:	11/08/2023
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Total Attachments: 4

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”) is made as of November 8, 2023, by **VENTURE LENDING & LEASING VII, INC.** and **VENTURE LENDING & LEASING VIII, INC.**, both Maryland corporations (collectively, the “Secured Party”) for the benefit of **TRAVELPRO BSI, INC.** (assigned from Bluesmart (assignment for the benefit of creditors), LLC, a California limited liability company), a Delaware Corporation (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement (as defined below) or Security Agreement (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, Bluesmart Inc., a Delaware corporation (“Bluesmart”) and the Secured Party are parties to that certain (i) Loan and Security Agreement, dated as of October 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”); and (ii) Intellectual Property Security Agreement, dated as of October 8, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Bluesmart has granted to the Secured Party a lien on and security interest in all of the right, title and interest of Bluesmart in, to and under the Collateral (as defined in the Security Agreement), including the patents set forth on Schedule A hereto;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on October 14, 2015 at Reel 036790 and Frame 0473;

WHEREAS, pursuant to that certain Patent Assignment Agreement, dated as of April 30, 2018 (the “Patent Assignment Agreement”), Bluesmart (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Bluesmart, assigned the patents set forth on Schedule A hereto to the Grantor;

WHEREAS, the Patent Assignment Agreement was recorded in the United States Patent and Trademark Office on June 21, 2018 at Reel 046169 and Frame 0483; and

WHEREAS, the Grantor has requested that the Secured Party release, and the Secured Party is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Collateral, including, without limitation, the patents set forth on Schedule A hereto.

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

1. The Secured Party does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in the Collateral, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Loan Agreement or Security Agreement to the Collateral, including, without limitation, the patents (including the

patent registrations and patent applications) set forth on Schedule A hereto, and all proceeds thereof, and any right, title or interest of the Secured Party in such Collateral shall hereby terminate, cease and become void. The Secured Party hereby assigns, transfers and conveys, without warranty or recourse, any and all right, title or interest of the Secured Party in the Collateral to the Grantor.

2. The Secured Party, on behalf of itself, does hereby terminate and cancel the Security Agreement.

3. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Secured Party in the Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed and delivered as of the date first written above.

VENTURE LENDING & LEASING VII, INC.,
as Secured Party

By: Maurice Werdegar
Maurice Werdegar (Nov 8, 2023 14:35 PST)
Name: Maurice Werdegar
Title: Chairman of the Board

VENTURE LENDING & LEASING VIII, INC.,
as Secured Party

By: Maurice Werdegar
Maurice Werdegar (Nov 8, 2023 14:35 PST)
Name: Maurice Werdegar
Title: Chairman of the Board

SCHEDULE A**PATENTS**

	Application/ Patent No.	Title	Country	Filed	Status
1.	Appl. No. 14/722,980	Active Container	U.S.	May 27, 2015	Pending
2.	PCT/US2015/ 032667	Active Container	PCT	May 27, 2015	Expired
3.	Appl. No. 29/525,533 Patent No. D795045	Container Wheel	US	April 30, 2015	Granted
4.	Design No. 002694562-0001	Container Wheel	EU	May 5, 2015	Granted
5.	Appl. No. 29/538,746 Patent No. D767893	Suitcase	U.S.	Sept 8, 2015	Granted
6.	Patent No. 2772715	Suitcase	EU	Sept 15, 2015	Granted
7.	201526251	Suitcase	JP	Nov 25, 2015	Abandoned
8.	Appl. No. 29/539,269 Patent No. D779211	Suitcase Closure	US	Sept 11, 2015	Granted
9.	201524977	Suitcase Closure	JP	Nov 9, 2015	Abandoned