

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI364172

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of IP Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
TRINITY CAPITAL INC.	07/11/2024
RECEIVING PARTY DATA	
Company Name:	ZENDRIVE, INC.
Street Address:	201 SPEAR STREET, SUITE 1100
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 47	
Property Type	Number
Application Number:	61778199
Application Number:	61914182
Application Number:	14566408
Application Number:	62207461
Application Number:	15243513
Application Number:	15652558
Application Number:	16240183
PCT Number:	US1648053
Application Number:	62207468
Application Number:	15243565
Application Number:	15584375
Application Number:	15492287
Application Number:	15727972
Application Number:	16297178
Application Number:	17071905
Application Number:	62393308
Application Number:	15702601
Application Number:	15921152
Application Number:	16814444
Application Number:	62431949

PATENT

Property Type	Number
Application Number:	15835284
Application Number:	16000675
Application Number:	16861723
Application Number:	15401761
Application Number:	16180681
Application Number:	62526108
Application Number:	16022120
Application Number:	62526113
Application Number:	16022184
Application Number:	16387319
Application Number:	62575126
Application Number:	16166895
Application Number:	16716915
PCT Number:	US1856916
PCT Number:	US1862665
PCT Number:	US2063060
Application Number:	62590945
Application Number:	62679497
Application Number:	16201955
Application Number:	16297268
Application Number:	62964559
Application Number:	17155939
Application Number:	17222406
Application Number:	63051593
Application Number:	62942907
Application Number:	17111299
Application Number:	16700991

CORRESPONDENCE DATA

Fax Number:

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: 800-713-0710

Email: Results-UCCTeam1@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way, STE 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gabriela Alvarez
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SIGNATURE:	Gabriela Alvarez
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DATE SIGNED:	07/16/2024
Total Attachments: 7 source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page1.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page2.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page3.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page4.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page5.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page6.tiff source=Project Sophon - Trinity - Zendrive - Termination and Release of IP Security Agreement (Executed) (004)#page7.tiff	

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of July 11, 2024, is executed by TRINITY CAPITAL INC., a Maryland corporation ("Lender"), in favor of ZENDRIVE, INC., a Delaware corporation ("Debtor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of July 16, 2021 (as amended, the "Security Agreement"), by and between Debtor and Lender, Debtor granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 16, 2021, at Reel/Frame 7357/0470, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on July 16, 2021, at Reel/Frame 056896/0460, to evidence the security interest granted under the Security Agreement.

D. Lender agrees to execute this Termination in order to evidence the termination and release of its security interest in the IP Collateral specified below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

(a) Lender expressly terminates and releases all of Lender's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(ii) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(iii) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(iv) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(v) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(vi) design rights;

(vii) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the patent and trademark divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

TRINITY CAPITAL INC.

By: 

Name: Sarah Stanton
Title: General Counsel and Chief Compliance Officer

EXHIBIT A

COPYRIGHTS

None.

PATENT

REEL: 068383 FRAME: 0876

EXHIBIT B

TRADEMARKS







<u>Trademark</u>	<u>Image</u>	<u>Country</u>	<u>Classes</u>	<u>Status</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner Name</u>
ZENDRIVE		United States of America	09 Int.	Registered	86044584	21-Aug-2013	14-Jan-2014	5086934	22-Nov-2016	Zendrive, Inc.
ZENDRIVE		United States of America	09 Int., 35 Int., 42 Int., 45 Int.	Registered	88810030	25-Feb-2020	23-Jun-2020	6218446	08-Dec-2020	Zendrive, Inc.
ZENDRIVE		Canada	09 Int., 35 Int., 42 Int., 45 Int.	Pending	2014609	27-Feb-2020				Zendrive, Inc.
ZENDRIVE Logo		United States of America	09 Int., 35 Int., 42 Int., 45 Int.	Registered	88805388	21-Feb-2020	23-Jun-2020	6218440	08-Dec-2020	Zendrive, Inc.
ZENDRIVE Logo		Canada	09 Int., 35 Int., 42 Int., 45 Int.	Pending	2014608	27-Feb-2020				Zendrive, Inc.
ZENRIDE		United States of America	09 Int.	Published	90111427	13-Aug-2020	19-Jan-2021			Zendrive, Inc.

EXHIBIT C

PATENTS

Docket	Type	Status	Filing Date	Application No.	Publication No.	Patent No.
P01	PRV	Advanced	12-Mar-2013	61/778,199		
P01	PRV2	Advanced	10-Dec-2013	61/914,182		
P01	US	Issued	10-Dec-2014	14/566,408	US-2015-0161538-A1	9,996,811
P05	PRV	Advanced	20-Aug-2015	62/207,461		
P05	US	Issued	22-Aug-2016	15/243,513	US-2017-0052028-A1	9,733,089
P05	US2	Issued	18-Jul-2017	15/652,558	US-2017-0314929-A1	10,209,077
P05	US3	Allowed	4-Jan-2019	16/240,183	US-2019-0137275-A1	
P05	PCT	Advanced	22-Aug-2016	PCT/US16/48053	WO2017031498	
P05	CN	Published	22-Aug-2016	201680061393.4	CN 108139456 A	
P05	EP	Published	22-Aug-2016	16837957.6	EP3338105	
P05	JP	Issued	22-Aug-2016	2018-506604	2018-525632	6676147
P06	PRV	Advanced	20-Aug-2015	62/207,468		
P06	US	Issued	22-Aug-2016	15/243,565	US-2017-0053461-A1	9,818,239
P06	US2	Issued	2-May-2017	15/584,375	US-2017-0232963-A1	9,994,218
P06	US3	Issued	20-Apr-2017	15/492,287	US-2017-0221283-A1	10,279,804
P06	US4	Issued	9-Oct-2017	15/727,972	US-2018-0033220-A1	10,137,889
P06	US5	Issued	8-Mar-2019	16/297,178	US-2019-0202448-A1	10,848,913
P06	US6	Published	15-Oct-2020	17/071,905	US-2021-0044928-A1	
P07	PRV	Advanced	12-Sep-2016	62/393,308		
P07	US	Issued	12-Sep-2017	15/702,601	US-2018-0077538-A1	9,955,319
P07	US2	Issued	14-Mar-2018	15/921,152	US-2018-0206090-A1	10,631,147
P07	US3	Published	10-Mar-2020	16/814,444	US-2020-0213825-A1	
P08	PRV	Advanced	9-Dec-2016	62/431,949		
P08	US	Issued	7-Dec-2017	15/835,284	US-2018-0164825-A1	10,012,993
P08	US2	Issued	5-Jun-2018	16/000,675	US-2018-0292835-A1	10,678,250
P08	US3	Published	29-Apr-2020	16/861,723	US-2020-0257300-A1	
P09	US	Issued	9-Jan-2017	15/401,761	US-2017-0142556-A1	10,154,382
P09	US2	Allowed	5-Nov-2018	16/180,681	US-2019-0075435-A1	
P10	PRV	Advanced	28-Jun-2017	62/526,108		
P10	US	Published	28-Jun-2018	16/022,120	US-2019-0005412-A1	
P11	PRV	Advanced	28-Jun-2017	62/526,113		
P11	US	Issued	28-Jun-2018	16/022,184	US-2019-0005812-A1	10,304,329
P11	US2	Allowed	17-Apr-2019	16/387,319	US-2019-0244516-A1	
P13	PRV	Advanced	20-Oct-2017	62/575,126		
P13	US	Issued	22-Oct-2018	16/166,895	US 2019-0122543 A1	10,559,196

P13	US2	Published	17-Dec-2019	16/716,915	US-2020-0126409-A1	
P13	PCT	Advanced	22-Oct-2018	PCT/US18/56916	WO 2019/079807	
P13	EP	Pending	22-Oct-2018	18868255.3	EP3698340	
P14	cPRV	Advanced	27-Nov-2017	62/590,945		
P14	PRV2	Advanced	1-Jun-2018	62/679,497		
P14	US	Issued	27-Nov-2018	16/201,955		10,278,039
P14	US2	Allowed	8-Mar-2019	16/297,268	US-2019-0208384-A1	
P14	PCT	Advanced	27-Nov-2018	PCT/US18/62665	WO 2019/104348	
P14	EP	Pending	27-Nov-2018	18881716.7	EP3717996	
P15	PRV	Advanced	22-Jan-2020	62/964,559		
P15	US	Issued	22-Jan-2021	17/155,939		10,997,800
P15	US2	Pending	5-Apr-2021	17/222,406		
P16	cPRV2	Advanced	14-Jul-2020	63/051,593		
P16	PRV	Advanced	3-Dec-2019	62/942,907		
P16	US	Pending	3-Dec-2020	17/111,299		
P16	PCT	Pending	3-Dec-2020	PCT/US20/63060		
P17	US	Pending	2-Dec-2019	16/700,991		