

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1790725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Western Alliance Bank	01/28/2025
RECEIVING PARTY DATA	
Company Name:	CZV, Inc.
Street Address:	19601 Hamilton Avenue
City:	Torrance
State/Country:	DELAWARE
Postal Code:	90502
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29767671
Application Number:	29541780
Application Number:	29671049
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:	(714)371-2517
Email:	etu@manatt.com,bkestner@manatt.com
Correspondent Name:	Troy Zander
Address Line 1:	695 Town Center Drive, 14th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	71653-616
NAME OF SUBMITTER:	Ethan Tu
SIGNATURE:	/Ethan Tu/
DATE SIGNED:	01/29/2025
Total Attachments: 4	
source=Bridge Bank - Divergent - Termination and Release of Security Interest in IP (CZV) (1.2025) FE#page1.tiff	
source=Bridge Bank - Divergent - Termination and Release of Security Interest in IP (CZV) (1.2025) FE#page2.tiff	
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PATENT

**TERMINATION AND RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of January 28, 2025 (“Release”), is made by **WESTERN ALLIANCE BANK** (“Agent”) with its principal place of business located at One East Washington Street, Suite 1400, Phoenix, AZ 85004, in favor of **CZV, INC.**, a Delaware corporation (“Grantor”) with its principal place of business located at 19601 Hamilton Avenue, Torrance, CA 90502.

WHEREAS, pursuant to that certain (i) Amended and Restated Loan and Security Agreement dated as of May 29, 2024 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and between, *inter alios*, Agent and Grantor, and (ii) Intellectual Property Security Agreement dated as of May 28, 2024 by and between Agent and Grantor (the “IP Agreement”, together with the Loan Agreement, the “Loan Documents”), Grantor granted and conveyed to Agent a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property, as more fully set forth therein;

WHEREAS, the IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) patent division on May 30, 2024 at Reel No. 067560, Frame No. 0245 and trademark division on May 30, 2024 at Reel No. 8446, Frame No. 0411.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Agreement and terminates, cancels, discharges, and irrevocably releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Agent in and to all of Grantor’s Intellectual Property, including those listed on Schedule A and Schedule B attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that Agent may have acquired in and to all of Grantor’s Intellectual Property, including those listed on Schedule A and Schedule B; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

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IN WITNESS WHEREOF, Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

WESTERN ALLIANCE BANK




DocuSigned by:

By: _____
Name: Jeff Brown
Title: Senior Director

Address:
One East Washington Street, Suite 1400
Phoenix, AZ 85004

(Signature Page to Termination and Release of Security Interest in Intellectual Property)

SCHEDULE A
TRADEMARKS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Filing Date:</u>
21C	88505638	6907432	7/9/2019
	88514458	6732172	7/15/2019
	88514474	6907433	7/15/2019
CZINGER	88505633	6218718	7/9/2019
	88514427	6218721	7/15/2019

SCHEDULE B

PATENTS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issue Date:</u>
Motor vehicle body and/or replica	D983090	29/767,671	4/11/2023
Vehicle	D780635	29/541,780	3/7/2017
Vehicle and/or replica	D911222	29/671,049	2/23/2021