

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame No. 6682/0475		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE TORCH FINANCE LLC		03/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SMOOCH LABS INC.		
Street Address:	3400 N. Ashton Boulevard, Suite 175		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86363993	JSWIPE	
Serial Number:	86363987	JSWIPE	
Serial Number:	86983877	JSWIPE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Jaemin Lee		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	47057-055		
NAME OF SUBMITTER:	Jaemin Lee		
SIGNATURE:	/Jaemin Lee/		
DATE SIGNED:	03/11/2022		
Total Attachments: 3			
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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 11, 2022 (this “Release”), is made by BLUE TORCH FINANCE LLC, a Delaware limited liability company, as collateral agent for the benefit of the Secured Parties (in such capacity, the “Collateral Agent”), under that certain Trademark Security Agreement, dated as of July 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and between SMOOCH LABS INC., a Delaware corporation (the “Grantor”) and the Collateral Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on July 1, 2019 at reel 6682, frame 0475, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including, but not limited to, the trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of March 11, 2022, by and between among others, the Grantor and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

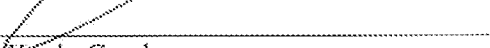
The Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Liens and security interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Liens on and security interest in the Trademark Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral, and (d) hereby re-transfers, re-conveys and re-assigns any right, title or interest in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby, to the Grantor. The Collateral Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent’s security interests in the Trademark Collateral.

Section 6 of the Trademark Security Agreement is incorporated herein by reference, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first written above.

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: 
Name: Kevin Genda
Title: Authorized Signatory

SCHEDULE I

Trademark Collateral

REGISTERED TRADEMARKS

None.

TRADEMARK APPLICATIONS

Jurisdiction	Application No.	Filing Date	Mark	Classes
USA	86363993	12-Aug-2014	JSWIPE	45
USA	86363987	12-Aug-2014	JSWIPE	9
USA	86983877	12-Aug-2014	JSWIPE	41

TRADEMARK LICENSES

None.