

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		06/21/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EMPYR INCORPORATED f/k/a Mogl Loyalty Services, Inc.		
Street Address:	11010 Roselle Street		
Internal Address:	Suite 150		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85419450	MEAL FOR A MEAL	
Serial Number:	85392789	MOGL	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-TKF/		
DATE SIGNED:	08/29/2017		
Total Attachments: 7			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of June 21, 2017, is executed by SILICON VALLEY BANK ("Bank"), in favor of EMPYR INCORPORATED, formerly known as Mogi Loyalty Services, 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 August 27, 2014 (as amended, the "Security Agreement"), by and between Debtor and Bank, Debtor granted to Bank 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 September 22, 2014, at Reel/Frame 5366/0587 to evidence the security interest granted under the Security Agreement.

C. Bank 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, Bank hereby agrees as follows:

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

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(v) Any trademark and service mark 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(vii) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(x) All 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) Bank represents and warrants that it has the full power and authority to execute this Termination.

(c) Bank 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, Bank has executed and delivered this Termination as of the day and year first above written.

SILICON VALLEY BANK


By: 
Name: _____
Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MEAL FOR A MEAL	85419450	9/9/2011
MOGL	85392789	8/8/2011

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None