# CH \$340.00 553168

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM656177

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		06/24/2021	Corporation: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	WICKR INC.			
Street Address:	254 WEST 31ST ST 3RD FL			
City:	EW YORK			
State/Country:	NEW YORK			
Postal Code:	10001			
Entity Type:	Corporation: DELAWARE			

## **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	5531688	EPHEMERALITY AS A SERVICE
Serial Number:	86701806	WICKRONDEMAND
Registration Number:	5612206	WICKRSECURE
Registration Number:	4478121	LEAVE NO TRACE
Registration Number:	4478120	WICKR
Registration Number:	4598750	ESCAPE THE INTERNET
Registration Number:	4613783	
Registration Number:	4750528	POWER TO THE PEOPLE
Registration Number:	5038027	
Registration Number:	5143637	E-SCIF
Registration Number:	5222802	WICKR
Registration Number:	5267783	
Registration Number:	5144269	WICKR

## **CORRESPONDENCE DATA**

**Fax Number:** 6508497400

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:** 6508435780

Email: kceron@cooley.com

TRADEMARK

900625783 REEL: 007337 FRAME: 0266

Correspondent Name: Karla Ceron

Address Line 1: 3175 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	328598.104
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/KC/
DATE SIGNED:	06/25/2021

## **Total Attachments: 9**

source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page1.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page2.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page3.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page4.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page5.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page6.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page7.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page8.tif source=Termination and Release of IPSA (SVB) - Wicker (06.24.2021)#page9.tif

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of June 24th, 2021, is executed by SILICON VALLEY BANK, a California corporation ("Bank"), in favor of WICKR INC., a Delaware corporation ("Grantor"). 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, entered into as of December 7, 2017 (the "Security Agreement"), executed by Grantor in favor of Bank, Grantor granted to Bank a security interest in the IP Collateral (defined below).
- B. The Security Agreement was recorded with (i) the Trademark Division of the United States Patent and Trademark Office on January 29, 2018 at Reel 6263 and Frame 0806, and (ii) the Patent Division of the United States Patent and Trademark Office on December 12, 2017 at Reel 044872 and Frame 0729, in each case, to evidence the security interest granted under the Security Agreement.
- C. Bank agrees to terminate and release its security interest in the IP Collateral specified below and authorizes Grantor to file this Termination with respect to such release of its security interest as herein provided.

#### 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 pursuant to the Security Agreement, 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 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, including without limitation those set forth on <a href="Exhibit A">Exhibit A</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 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 Grantor 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 <u>Exhibit D</u> 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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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 Grantor to authorize and request the Trademark and Patent 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

Name: Charle

litle: Managing Direct

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

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# EXHIBIT B

## Patents

Patent/Application No.	plication Country Description on file		
7,593,354	US	Method and System for Low Latency High Quality Music Conferencing	22-Sep-2009
8,060,560	US	System and Method for Pervasive Computing	15-Nov-2011
8,171,154	US	Method and System for Low Latency Transfer Protocol	1-May-2012
8,225,127	US	Method and System for Precise Synchronization of Audio and Video Streams During a Distributed Communication Session with Multiple Participants	17-Jul-2012
8,234,398	US	Method and System for Low Latency Transfer Protocol	31-Jul-2012
8,429,704	US	System Architecture and Method for Composing and Directing Participant Experiences	23-Apr-2013
8,458,328	US	Method and System for Data Packet Queue Recovery	4-Jun-2013
8,463,677	US	System Architecture and Methods for Experiential Computing	11-Jun-2013
8,527,654	US	Method and System for Low Latency Transfer Protocol	3-Sep-2013
8,549,167	US	Just-in-Time Transcoding of Application Content	1-Oct-2013
8,571,956	US	System Architecture and Methods for Composing and Directing Participant Experiences	29-Oct-2013
8,625,805	US	Digital Security Bubble	7-Jan-2014
8,645,741	US	Method and System for Predicting a Latency Spike Category of Audio and Video Streams to Adjust a Jitter Buffer Size Accordingly	4-Feb-2014
8,667,166	US	Method and System for Resource-Aware Dynamic Bandwidth Control	4-Mar-2014
8,689,115	US	Method and System for Distributed Computing Interface	1-Apr-2014
8,707,454	US	Multi Party Messaging	22-Apr-2014
8,789,121	US	System Architecture and Method for Composing and Directing Participant Experiences	22-Jul-2014
8,954,726	US	Digital Security Bubble	10-Feb-2015
8,959,141	US	System and Method for Pervasive Computing	17-Feb-2015
8,994,779	US	Information Mixer and System Control for Attention Management	31-Mar-2015
9,049,033	US	Information Mixer and System Control for Attention Management	2-Jun-2015
9,083,529	US	Multi Party Messaging	14-Jul-2015
9,285,981	US	Discouraging Screen Capture	15-Mar-2016
9,379,900	US	Information Mixer and System Control for Attention Management	28-Jun-2016
9,557,817	US	Recognizing Gesture Inputs Using Distributed Processing of Sensor Data from Multiple Sensors	31-Jan-2017
9,584,316	US	Digital Security Bubble	28-Feb-2017
9,584,493	US	Decentralized Authoritative Messaging	28-Feb-2017
9,584,530	US	In-band Identity Verification and Man-in-the-Middle Defense	28-Feb-2017
9,590,956	US	Decentralized Authoritative Messaging 7.	
9,590,958	US	Secure File Transfer	7-Mar-2017
9,591,479	US	Secure Telecommunications	7-Mar-2017
9,596,079	US	Secure Telecommunications	14-Mar-2017
9,602,477	US	Secure File Transfer	21-Mar-2017

Patent/Application No.	Country	Description on file	Filing/Issue Date	
9,621,941	US	Systems And Methods For Providing An Interactive Experience For People In A Vehicle Environment	11-Apr-2017	
9,628,449	US	Multi Party Messaging	18-Apr-2017	
9,654,288	US	Securing Group Communications	16-May-2017	
9,654,813	US	Method And System For Synchronized Multi-Venue Experience And Production	16-May 2017	
9,667,417	US	Digital Security Bubble	30-May-2017	
9,673,973	US	Decentralized Authoritative Messaging	6-Jun-2017	
9,698,976	US	Key Management And Dynamic Perfect Forward Secrecy	4-Jul-2017	
9,716,714	US	In-Band Identity Verification and Man-in-the-Middle Defense	25-Jul-2017	
9,729,227	US	Coordinating Devices To Estimate Distance, Relative Position, And Device Attitude	8-Aug-2017	
9,729,315	US	Initialization And Registration Of An Application	8-Aug-2017	
9,805,212	US	Secure File Transfer	31-Oct-2017	
9,807,067	US	Decentralized Authoritative Messaging	31-Oct-2017	
D701,514	US	Display Screen or Portion thereof with Graphical User Interface	25-Mar-2014	
D740,837	US	Display Screen or Portion thereof with Graphical User Interface	13-Oct-2015	
2771785	CA	A Method and System for Pervasive Computing	05-Feb-2013	
9,667,417	US	Digital Security Bubble	30-May-2017	
10,038,677	US	Digital Security Bubble	31-Jul-2018	
9,830,089	US	Digital Data Sanitation	28-Nov-2017	
10,140,043	US	Digital Data Sanitation	27-Nov-2018	
10,567,349	US	Secure Time-to-live	18-Feb-2020	
10,129,260	US	Mutual Privacy Management	13-Nov-2018	
9,628,449	US	Multi Party Messaging	18-Apr-2017	
9,876,772	US	Encrypting and Transmitting Data	23-Jan-2018	
10,248,799	US	Discouraging Screen Capture	2-Apr-2019	
10,635,289	US	Discouraging Screen Capture	28-Apr-2020	
10,382,197	US	Key Management and Dynamic Perfect Forward Secrecy	13-Aug-2019	
10,396,982	US	Key Management and Dynamic Perfect Forward Secrecy	27-Aug-2019	
10,320,560	US	Key Management and Dynamic Perfect Forward Secrecy	11-Jun-2019	
9,906,506	US	In-Band Identity Verification and Man-in-the-Middle Defense	27-Feb-2018	
9,654,288	US	Securing Group Communications	16-May-2017	
9,866,591	US	Enterprise Messaging Platform	9-Jan-2018	
9,935,924	US	Decentralized Authoritative Messaging	3-Apr-2018	
10,110,520	US	Decentralized Authoritative Messaging	23-Oct-2018	
10,044,688	US	Decentralized Authoritative Messaging	7-Aug-2018	
10,291,607	US	Providing Real-time Events to Applications	14-May-2019	
10,242,217	US	Secure File Transfer	26-Mar-2019	
10,135,612	US	Secure Telecommunications	20-Nov-2018	
10,129,229	US	Peer Validation	13-Nov-2018	
10,230,524	US	Securely Transferring User Information Between Applications	12-Mar-2019	
10,396,987	ÚŞ	Securely Provisioning an Application with User Information	27-Aug-2019	
10,791,196	US	Directory Lookup for Federated Messaging with a User from a Different Secure Communication Network	29-Sept-2020	
10,116,637	US	Secure Telecommunications	30-Oct-2018	
10,715,504	US	Provisioning Ephemeral Key Pools for Sending and Receiving Secure Communications	14-Jul-2020	

Patent/Application No.	Country	Description on file	Filing/Issue Date
14/871935	US	Secure Time-to-Live	30-Sept-2015
15/009818	US	Secure Time-to-Live	28-Jan-2016
15/331728	US	Controlling Access to Content	21-Oct-2016
15/647569	US	Sending Secure Communications Using a Local Ephemeral Key Pool	12-Jul-2017
15/647576	US	Generating Ephemeral Key Pools for Sending and Receiving Secure Communications	12-Jul-2017
15/689250	US	Transmitting an Encrypted Communication to a User in a Second Secure Communication Network	29-Aug-2017
15/689253	US	Receiving an Encrypted Communication from a User in a Second Secure Communication Network	29-Aug-2017
14/871948	US	Mutual Privacy Management	30-Sept-2015
14/572094	US	Secure Directory Services	16-Dec-2014
14/990699	US	Synchronizing and Restoring App Information	7-Jan-2016
15/689239	US	Federated Messaging	29-Aug-2017
15/224314	US	Providing Real-time Events to Applications	29-Jul-2016
15/452210	US	Multi Party Messaging	7-Mar-2017
15/422815	US	Secure File Transfer	2-Feb-2017

# EXHIBIT C

## Trademarks

Drawing / Description	IP office	Application #	Application	Registration	Registration
	name		Date	#	Date
EPHEMERALITY AS A	USPTO	87557071	4-Aug-2017	5531688	31-Jul-2018
SERVICE					
WICKERONDEMAND	USPTO	86701806	22-Jul-2015		
WICKERSECURE	USPTO	86701793	22-Jul-2015	5612206	20-Nov-2018
LEAVE NO TRACE	USPTO	85973569	29-Jun-2013	4478121	4-Feb-2014
WICKR	USPTO	85973568	29-Jun-2013	4478120	4-Feb-2014
ESCAPE THE INTERNET	USPTO	86052696	30-Aug-2013	4598750	2-Sep-2014
95 **	USPTO	86212484	6-Mar-2014	4613783	30-Sep-2014
POWER TO THE PEOPLE	USPTO	86209679	3-Mar-2014	4750528	9-Jun-2015
	USPTO	86830909	24-Nov-2015	5038027	6-Sep-2016
E-SCIF	USPTO	86928608	3-Mar-2016	5143637	14-Feb-2017
WICKR	USPTO	87228391	7-Nov-2016	5222802	13-Jun-2017
NEAR DEAL	USPTO	87258112	6-Dec-2016	5267783	15-Aug-2017
Wickr	USPTO	86738418	26-Aug-2015	5144269	21-Feb-2017
WICKR	WIPO	1251909	16-Apr-2015	1251909	21 400 2017
WICKR	Canada	1724642	21-Apr-2015	TMA940204	07-Jun-2016
CompuMark Trademark: WICKR					
Cross References: WICK R, WICKR			:		
WICKR	China	1251909		1251909	16-Apr-2015
WICKR	Singapore	1251909		1251909	16-Apr-2015
WICKR	India	1251909		1251909	16-Apr-2015
WICKR	European Union	1251909		1251909	16-Apr-2015
WICKR	Australia	1251909		1251909	16-Apr-2015
WICKR	Russia	1251909		1251909	16-Apr-2015

EXHIBIT D

Mask Works

None.

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