

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM869228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First-Citizens Bank & Trust Company		01/16/2024	Banking Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Travelers Haven L.L.C.		
Street Address:	720 S. Colorado Blvd., Suite 1050-S		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80246		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85686630	TRAVELERS HAVEN	
Serial Number:	88312688	HAVN	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617-832-1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis		
Address Line 1:	155 Seaport Blvd.		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	39844.00005		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	01/18/2024		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Termination and Release**”) is granted as of January 16, 2024 by **SILICON VALLEY BANK**, a division of First-Citizens Bank & Trust Company, in its capacity as administrative agent and collateral agent for the Lenders referred to below (in such capacity, the “**Assignee**”), in favor of **TRAVELERS HAVEN L.L.C.**, a Florida limited liability company (the “**Grantor**”).

WHEREAS, reference is made to the Mezzanine Loan and Security Agreement dated as of January 19, 2022, by and among Silicon Valley Bank and SVB Innovation Credit Fund VIII, L.P. as lenders (individually and collectively, the “**Lenders**”), the Assignee, the Grantor, **BLUEGROUND US, INC.**, a Delaware corporation (“**US Borrower**”), and **BLUEGROUND HOLDINGS LIMITED**, a company registered in England and Wales under company number 09916938 (“**UK Borrower**”; together with US Borrower and Grantor, individually and collectively, jointly and severally “**Borrower**”), as amended by that certain First Amendment to Mezzanine Loan and Security Agreement dated as of May 18, 2022 by and among Borrower, Assignee, and the Lenders, and as further amended by that certain Second Amendment, Consent, and Joinder to Mezzanine Loan and Security Agreement dated as of March 3, 2023 (as amended, modified or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, in connection with the Loan Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of March 3, 2023 (the “**Grant**”; capitalized terms used but not otherwise defined herein are used as defined in the Grant), by and between the Grantor and the Assignee, pursuant to which, to secure Grantor’s obligations to the Assignee, Grantor granted and pledged to the Assignee a security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Trademarks identified in Schedule 1 hereto), and including without limitation all proceeds thereof, which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on March 3, 2023, at Reel 7991, Frame 0799;

WHEREAS, the Grantor has requested and the Assignee has agreed to terminate, release and discharge fully its Security Interest in all of the Intellectual Property Collateral (including the Trademarks identified in Schedule 1) as herein provided; and

WHEREAS, the Grantor has requested and the Assignee has agreed to provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s Security Interest in and lien on the certain Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Grant and releases, terminates, cancels and discharges all of its Security Interest in the Intellectual Property Collateral (including without limitation those Trademarks identified in Schedule 1 hereto);

2. re-transfers, re-conveys and re-assigns to the Grantor any right, title or interest that the Assignee may have acquired in or to the Intellectual Property Collateral (including without limitation those Trademarks identified in Schedule 1 hereto); and
3. authorizes and requests that this Termination and Release be recorded at the USPTO.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND TH TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION).

[Signature page follows]

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

FIRST-CITIZENS BANK & TRUST COMPANY

DocuSigned by:

Noah Grubman

By: _____

Name: Noah Grubman

Title: Senior Vice President

SCHEDULE 1

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
TRAVELERS HAVEN	85686630	July 25, 2012
HAVN	88312688	February 22, 2019