OP \$40.00 87106753

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM661658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRIPLEPOINT CAPITAL LLC		07/24/2020	Corporation:

RECEIVING PARTY DATA

Name:	BURROW, INC.	
Street Address:	15 W 27TH STREET, 7TH FLOOR	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10001	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87106753	BURROW

CORRESPONDENCE DATA

Fax Number: 2127906500

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: 2127904650

Email: idonner@manatt.com

Correspondent Name: Irah Donner
Address Line 1: 7 Times Square

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Irah H. Donner Reg. 35,120
SIGNATURE:	/Irah H. Donner/
DATE SIGNED:	07/21/2021

Total Attachments: 4

source=Burrow - Payoff Letter (TPC) (Executed)(115206172_3)#page1.tif source=Burrow - Payoff Letter (TPC) (Executed)(115206172_3)#page2.tif source=Burrow - Payoff Letter (TPC) (Executed)(115206172_3)#page3.tif source=Burrow - Payoff Letter (TPC) (Executed)(115206172_3)#page4.tif

TRADEMARK REEL: 007361 FRAME: 0448



IRIPLEPOINT
CAPITAL

July 24, 2020

Burrow, Inc. Attn: Kelley Hicks, Chief Financial Officer 15 W 27th Street, 7th Floor New York, NY 10001

RE: Payoff and Full Satisfaction of Secured Obligations of Burrow, Inc.

and has requested that Lender provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Lender under the Loan Documents.

Loan Documents, and Lender shall not be obligated to make, and Advances or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Payoff Amount should be wired to Lender per the attached Wire Instructions.

The Global Leader In Venture Finance

Effective immediately upon Lender's receipt of payment in full in cash of the Payoff Amount (the date of Lender's receipt of the Payoff Amount being the "Payoff Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Lender under the Loan Documents shall be paid and discharged in full; (ii) all unfunded commitments to make Advances or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Lender as security for such indebtedness shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination shall survive and not be deemed terminated, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Secured Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Lender, and this letter shall in no way impair the claims of Lender with respect to the revived Secured Obligations.

Effective as of the Payoff Date, Lender hereby authorizes Borrower or their respective designees to file, or cause to be filed, all appropriate assignment, termination or release statements in respect of Lender's security interests pursuant to the Loan Documents.

Lender will execute and deliver such other lien releases, mortgage discharges, and such other release documents as reasonably necessary to discharge or release all of the collateral. All such agreements, documents, and instruments which are requested by Borrower to be delivered by Lender on or after the Payoff Date shall be prepared at no cost or expense to Lender; provided, that any costs or expenses incurred by Lender with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Lender and accepted by Borrower by its due execution in the space provided below.

[Signature page follows]

Burrow_Payoff_2020

TRIPLEPOINT CAPITAL LLC
Kevin W. Thorne
SVP Compliance & Legal Administration
ACCEPTED AND AGREED TO:
BURROW, INC.
Ву:
Title:
Date:

Sincerely,

Burrow_Payoff_2020

Sincerely,

TRIPLEPOINT CAPITAL LLC

Kevin W. Thorne

SVP Compliance & Legal Administration

ACCEPTED AND AGREED TO:

BURROW, INC.

Br. Stophen Kuh

Title: CCO

Date: 07/31/20

Burrow_Payoff_2020

TRADEMARK REEL: 007361 FRAME: 0452