## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMERICA BANK		04/02/2013	banking association: TEXAS

### **RECEIVING PARTY DATA**

Name:	NCIRCLE NETWORK SECURITY, INC.	
Street Address:	101 SECOND STREET	
Internal Address:	SUITE 400	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94105	
Entity Type:	CORPORATION: CALIFORNIA	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3003552	NCIRCLE
Registration Number:	2821318	NCIRCLE
Registration Number:	2743551	NCIRCLE
Registration Number:	2665391	HIVERWORLD

#### **CORRESPONDENCE DATA**

900251353

Fax Number: 2138308743

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 213-680-6651

Email: kimberley.lathrop@bingham.com
Correspondent Name: KIMBERLEY A. LATHROP
Address Line 1: 355 SOUTH GRAND AVENUE
Address Line 2: BINGHAM MCCUTCHEN LLP

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 3002329.355106

TRADEMARK
REEL: 004997 FRAME: 0969

3003552

CH \$115,00

NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	04/03/2013
Total Attachments: 3 source=TR 004577 0343#page1.tif source=TR 004577 0343#page2.tif source=TR 004577 0343#page3.tif	

TRADEMARK REEL: 004997 FRAME: 0970

### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of April 2, 2013, and made by COMERICA BANK, a Texas banking association ("Grantee") to NCIRCLE NETWORK SECURITY, INC. ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of June 27, 2011, made by Grantor in favor of Grantee (as amended from time to time, the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded with the Assignment Recordation Branch of the United States Patent and Trademark Office on July 7, 2011, at Reel 004577 and Frame 0343; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademarks," as used herein, shall have the meaning defined in the Security Agreement (a copy of which is included as <u>Exhibit A</u> and incorporated herein by reference) and includes, without limitation, all of the Grantor's right, title and interest of every kind and nature in the trademarks listed on <u>Schedule 1</u> hereto.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and terminates, releases, and discharges its security interest in the Trademarks and reassigns to the Grantor thereto all right, title and interest of Grantee in the Trademarks.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

COMERICA BANK

By: MAN BONGER Title: VP Jan Bangert

# Schedule 1

# U.S. Trademark Registrations

Mark	Registration No.	Registration Date
NCIRCLE	3003552	10/04/2005
NCIRCLE	2821318	03/09/2004
NCIRCLE	2743551	07/29/2003
HIVERWORLD	2665391	12/24/2002