

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
Webster Bank, National Association		05/08/2008	National Association: CONNECTICUT

RECEIVING PARTY DATA

Name:	Amerivault Corporation
Street Address:	7127 Florida Boulevard
City:	Baton Rouge
State/Country:	LOUISIANA
Postal Code:	70806
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2772068	AMERIVAULT
Registration Number:	2687092	PROTECTED BY AMERIVAULT
Registration Number:	2854377	RESTART IT
Registration Number:	3223550	EXCELLENCE IN DATA PROTECTION
Registration Number:	3257940	ARCHIVE-COMPLY
Registration Number:	3180779	REPLIVAULT
Registration Number:	2538092	CAPITAL BACKUP

CORRESPONDENCE DATA

Fax Number: 2024202201
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2024202200
 Email: parsonse@dicksteinshapiro.com
 Correspondent Name: Dickstein Shapiro LLP
 Address Line 1: 1825 Eye Street, NW

OP \$190.00 2772068

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: G0055.0002

NAME OF SUBMITTER: Elizabeth Parsons

Signature: /EP/

Date: 07/16/2013

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of May 9, 2008, from WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent to amerivault Corp., a Delaware corporation (the "Pledgor").

WITNESSETH:

WHEREAS, Webster Bank, National Association acts as Administrative Agent (in such capacity, the "Agent") under that certain Credit Agreement, dated as of February 28, 2007 (the "Credit Agreement"), among the Pledgor, as borrower, the lenders party thereto, and the Agent;

WHEREAS, in order to secure its obligations under the Credit Agreement, the Pledgor entered into the Security Agreement, dated as of February 28, 2007 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted by the Pledgor to the Agent, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") on March 2, 2007 at Reel 003491 and frame 0787.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto, which trademarks are registered in the USPTO (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof
2. Release: The Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.
3. Recordation: The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.
4. Further Assurance: The Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

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

WEBSTER BANK, NATIONAL ASSOCIATION,
as Agent

By: Christopher J. Motl
Name: Christopher J. Motl
Title: Vice President

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Hartford

On this 8th day of May, 2008, before me personally appeared Christopher J. Motl, to me known who, being by me duly sworn, did depose and say that he is a Vice President of WEBSTER BANK, NATIONAL ASSOCIATION, the corporation described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by such corporation.

Martha L. Skinner
Notary Public

MARTHA L. SKINNER
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2012

SCHEDULE A

Trademark	Registration Number
REPLIVAULT	3,180,779
ARCHIVE-COMPLY	(78/798,087)
EXCELLENCE IN DATA PROTECTION	(78/797,875)
RESTART IT (and Design)	2,854,377
CAPITAL BACKUP	2,538,092
PROTECTED BY AMERIVAULT	2,687,092
AMERIVAULT	2,772,068

Termination and Release of Security Interest in Trademarks