

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coast Business Credit a division of Southern Pacific Bank		01/15/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dell Inc.		
<b>Street Address:</b>	One Dell Way		
<b>Internal Address:</b>	RR1-33		
<b>City:</b>	Round Rock		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78682		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1684124	QUEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5122836844		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	512-728-7835		
<b>Email:</b>	max_millican@dell.com		
<b>Correspondent Name:</b>	Max Helen Millican		
<b>Address Line 1:</b>	One Dell Way		
<b>Address Line 2:</b>	RR1-33		
<b>Address Line 4:</b>	Round Rock, TEXAS 78682		
<b>ATTORNEY DOCKET NUMBER:</b>	QUEST RELEASE		
<b>NAME OF SUBMITTER:</b>	Max Helen Millican		

CH \$40.00 1684124

Signature:	/mhmillican/
Date:	01/17/2014
<b>Total Attachments: 7</b> source=Coast Business Coast release Jan 2014#page1.tif source=Coast Business Coast release Jan 2014#page2.tif source=Coast Business Coast release Jan 2014#page3.tif source=Coast Business Coast release Jan 2014#page4.tif source=Coast Business Coast release Jan 2014#page5.tif source=Coast Business Coast release Jan 2014#page6.tif source=Coast Business Coast release Jan 2014#page7.tif	

## DECLARATION

I, Sanjiv Sarwate, declare the following:

I am the Principal Legal Counsel for Trademarks and Copyrights of Dell Inc., a Delaware corporation and successor-in-interest to U.S. trademark registration number 1,684,124 for QUEST ("the Mark") owned by Quest Software, Inc., a Delaware corporation, which was in turn a successor-in-interest in the Mark to Gupta Technologies, LLC, a Delaware limited liability company ("Gupta"), which was in turn a successor-in-interest in the Mark to Centura Software Corporation ("Pledgor");

Based on information contained in the public filings with the U.S. Securities and Exchange Commission (the "SEC"), in connection with that certain Loan and Security Agreement dated January 19, 1998 (the "Loan and Security Agreement"), by and between Pledgor and Coast Business Credit, a division of Southern Pacific Bank ("Pledgee"), Pledgor granted Pledgee a security interest in certain collateral, including the Mark;

Based on information contained in the public filings with the U.S. Patent and Trademark Office ("the USPTO"), on or about November 2, 1998, Pledgee's security interest was recorded against the Mark in the USPTO at Reel and Frame number (1818/0447);

Based on information contained in the public filings with the SEC, it appears that the Loan and Security Agreement was terminated in February 2001 when Pledgor paid off the outstanding balance owed to Pledgee pursuant to the terms of the Loan and Security Agreement. Certain assets of Pledgor were subsequently transferred to Gupta, which was in turn acquired by Quest Software, Inc., which was in turn acquired by Dell Inc.

The Uniform Commercial Code financing statement attached hereto as Exhibit A, which is hereby incorporated and made a part hereof by this reference (the "Financing Statement"), was filed with the Delaware Secretary of State against Pledgor by Pledgee on July 30, 1999;

On or about July 30, 2004, the Financing Statement was allowed to lapse by its own terms and was not continued by Pledgee or any successor-in-interest to Pledgee;

Dell Inc. believes in good faith and following investigation that neither it nor any third party or predecessor-in-interest have any further obligation to Pledgee or any successors-in-interest to Pledgee pursuant to the Loan and Security Agreement or otherwise, as evidenced by the lapsed Financing Statement and the information gleaned from the SEC filings;

Dell Inc. has no reason to believe that any of the rights previously held by Pledgee or any successor-in-interest to Pledgee pursuant to the terms of the Loan and Security Agreement or any security interest granted in connection therewith have inured to the benefit of any third party;

**Despite diligent efforts, Dell Inc. has been unable to procure a notice of Pledgee's release of the security interest as recorded against the Mark with the USPTO from Pledgee or any successor-in-interest to Pledgee or otherwise;**

**The facts as set forth above are true and correct to best of my knowledge, information and belief;**

**I hereby respectfully request that the USPTO record this Declaration as a notice of release of the security interest in favor of Pledgee as recorded against the Mark at Reel and Frame number (1818/0447) in the records of the USPTO.**

**[Signature page to follow.]**

**DELL INC.,**  
a Delaware corporation

By:

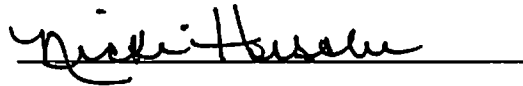
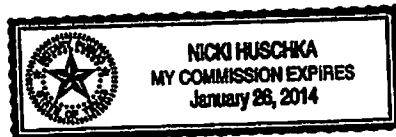


Name: Sanjiv Sarwate  
Title: Principal Legal Counsel,  
Trademarks and Copyrights

**Notarial Certificate**

United States of America  
State of Texas  
County of Williamson

On this 15 the day of January, 2014, before me personally appeared Sanjiv Sarwate, to me known, who being duly sworn, did depose and say that he is Principal Legal Counsel, Trademarks and Copyrights of Dell Inc., a Delaware corporation, described in and who executed the foregoing instrument; and that he is duly authorized to execute the foregoing instrument on behalf of said corporation.



Notary Public in and for the  
State of Texas

My Commission Expires: 01 / 26 / 2014

**Exhibit A**

**Financing Statement**

(See Attached)

State of Delaware
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC - 1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

If to be filed with Recorder of Deeds indicate Tax Parcel No.(s)

No. of additional sheets presented. 1

PARTIES
Debtor (or Assignor) (last name first if individual) and mailing address:
Centura Software Corporation
975 Island Drive
Redwood Shores, CA 94065

PARTIES
Secured Party (ies) (last name first if individual) and address:
Coast Business Credit, a division of Southern Pacific Bank
12121 Wilshire Boulevard
Suite 1400
Los Angeles, CA 90025

Debtor (or Assignor) (last name first if individual) and mailing address:

Assignee (if any) of Secured Party(ies) and address of Assignee:

This statement is filed without the Debtor's signature to perfect a security interest in collateral (check X in applicable box(es))
Already subject to a security interest in another jurisdiction when it was brought into this state.
Already subject to a security interest in another jurisdiction when the Debtor's location changed into this State.
Which is proceeds of the original collateral described below in which a security interest is perfected.
Acquired after a change of name, identity or corporate structure of Debtor.
As to which the filing has lapsed.

Special Types of Parties (check X in applicable box(es))
The terms "Debtor" and "Secured Party" means "Lessee" and "Lessor", respectively.
The terms "Debtor" and "Secured Party" means "Consignee" and "Consignor", respectively.
Debtor is a Transmitting Utility.
Debtor acting in representative capacity (e.g., as trustee).
Filed with: Secretary of State
Prepared By (Name and Address):

By:
Signature of Secured Party(ies) Title
(Required only if item is checked)

Check to request Continuation Statement notice for additional fee.

This Financing Statement covers the following types (or items) of property: Check only if applicable:
See Addendum
Products of collateral are also covered.

If the collateral is crops, the crops are growing or to be grown on the following described real estate:

If the collateral is (a) goods that are or are to become fixtures; (b) timber to be cut; or (c) minerals or the like (including oil and gas) or accounts resulting from the sale thereof at the wellhead or minehead, the description of the real estate concerned is: (check X in applicable box(es))
Fixtures Timber Minerals or accounts resulting from sale thereof at wellhead or minehead

And this Financing Statement is to be filed in the real estate records where a mortgage on such real estate would be recorded. If the Debtor does not have an interest of record, the name of a record owner is:

Centura Software Corporation
Signature of Debtor (or Assignor) Title

THIS SPACE FOR USE OF FILING OFFICER
(DATE, TIME, NUMBER, FILING OFFICER)
STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:51 AM 07/30/1999
9238283 - 0000000
TRADE MARK
REEL: 005495 FRAME: 0789

THIS SPACE FOR USE OF FILING OFFICER

FINANCING STATEMENT ADDENDUM - FOLLOW INSTRUCTIONS

AdA. NAME OF FIRST DEBTOR ON RELATED FINANCING STATEMENT

ENTITY'S NAME Centura Software Corporation

OR INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

AdB. MISCELLANEOUS:

Ad1. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (Ad1a or Ad1b)

Ad1a. ENTITY'S NAME

OR Ad1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Ad1c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE

Ad1d. E.S. OR TAX ID# OPTIONAL ADD'L INFO RE: ENTITY DEBTOR Ad1e. TYPE OF ENTITY Ad1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION Ad1g. ENTITY'S ORGANIZATIONAL I.D.#, IF ANY NONE

Ad2. ADDITIONAL SECURED PARTY'S EXACT FULL LEGAL NAME - insert only one secured party name (Ad2a or Ad2b)

Ad2a. ENTITY'S NAME

OR Ad2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Ad2c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE

Ad3a. This FINANCING STATEMENT covers timber to be cut, minerals, or mineral-related accounts, or is filed as a future filing. Ad3b. This FINANCING STATEMENT covers crops growing or to be grown on the real estate described below. Ad4. Description of real estate:

Ad7. Additional collateral description:

Debtor hereby grants Secured Party a security interest in all of the following, whether now owned or hereafter acquired, and wherever located, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "accounts", "general intangibles", "chattel paper", "documents", "letters of credit", "instruments", "deposit accounts", "inventory", "farm products", "investment property", "fixtures", and "equipment", as such terms are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof; and all products, proceeds and insurance proceeds of any or all of the foregoing; including without limitation all types and items of property described on Exhibit A hereto (but this Financing Statement and Security Agreement shall be fully effective notwithstanding any lack of any Exhibit A). Debtor is not authorized to sell, transfer, or further encumber any of the foregoing collateral, except for the sale of inventory in the ordinary course of business, and except as set forth in the Loan and Security Agreement between Debtor and Secured Party.

Ad5. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Ad6. REQUIRED SIGNATURE Centura Software Corporation

Ad8. Debtor is a TRANSMITTING UTILITY (if applicable)

TRADEMARK



**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and the undersigned ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types or items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of the Exhibit A, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in Section 9105 of the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing and all attachments, accessories, accessories, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation present or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products, and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and other rights or remedies of an unpaid vendor, lienor or secured party.

CENTURA SOFTWARE CORPORATION

By: 

Title: VP. Finance & CFO