

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
KREOS CAPITAL III LIMITED		12/04/2013	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	AXXANA (ISRAEL) LTD.
Street Address:	38 HABARZEL ST.
City:	TEL AVIV
State/Country:	ISRAEL
Postal Code:	69710
Entity Type:	CORPORATION: ISRAEL

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3581382	AXXANA
Registration Number:	3786750	AXXANA PHOENIX SYSTEM
Serial Number:	77669066	AXXANA PHOENIX BLACK BOX
Serial Number:	77821219	PHOENIX
Serial Number:	77821225	RPO ZERO
Serial Number:	77821224	RPO ZERO

CORRESPONDENCE DATA

Fax Number: 4122810717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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 Email: docketingpgh@pepperlaw.com
 Correspondent Name: Pepper Hamilton LLP
 Address Line 1: 500 Grant Street
 Address Line 2: Suite 5000
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2507

OP \$165.00 3581382

TRADEMARK

ATTORNEY DOCKET NUMBER:	115049.94
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Joseph T. Helmsen
Signature:	/Joseph T. Helmsen Reg. No. 54163/
Date:	02/05/2014
Total Attachments: 5 source=Kreos Capital III - Termination and Release of Security Interest - Signed#page1.tif source=Kreos Capital III - Termination and Release of Security Interest - Signed#page2.tif source=Kreos Capital III - Termination and Release of Security Interest - Signed#page3.tif source=Kreos Capital III - Termination and Release of Security Interest - Signed#page4.tif source=Kreos Capital III - Termination and Release of Security Interest - Signed#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Termination and Release of Security Interest in Intellectual Property (the "Release") is effective as of this 4th day of December, 2013 (the "Release Date") by Kreos Capital III Limited, a company incorporated in Jersey under registered number 05981165 whose registered office is 47 Esplanade, St Helier, Jersey JE1 0BD ("Kreos"), for the benefit of Axxana (Israel) Ltd., a company organized under the laws of the State of Israel whose registered office is 38 Habarzel St. Tel Aviv, 69710 Israel (the "Grantor").

WHEREAS, Kreos and the Grantor have entered into that certain Agreement for the Provision of a Loan Facility, dated July 1, 2010, (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement"), to which a Debenture – Floating Charge (the "Debenture – Floating Charge") and a Debenture – Fixed Charge (the "Debenture – Fixed Charge"), together the "Charge Agreements"), were in each case executed by the Grantor and Kreos;

WHEREAS, the Grantor has entered into that certain U.S. Intellectual Property Security Agreement, dated July 1, 2010, with Kreos (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "IP Security Agreement"), and under the terms of the Charge Agreements, Grantor granted to Kreos a security interest in and to Grantor's entire right, title and interest in (i) the registered United States patents and pending applications, including but not limited to the patents and patent applications as set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents"), (ii) the trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefore as set forth in Schedule B hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "Trademarks") and (iii) all copyrights and registrations and applications therefore set forth in Schedule C (the "Copyrights") (collectively the "Intellectual Property Collateral");

WHEREAS, Kreos has filed with the United States Patent and Trademark Office (the "USPTO") a notice of security interest in the Patents and Trademarks; and

WHEREAS, the Grantor has paid all outstanding amounts currently owing and satisfied all of its obligations under the Loan Agreement and the Charge Agreements and has requested that Kreos release its security interest in the Intellectual Property Collateral and Kreos desires to release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kreos agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Kreos hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under the Intellectual Property Collateral granted to Kreos by the Grantor under the Loan Agreement, Charge Agreements and IP Security Agreement.
2. Recordation of Release. Kreos understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

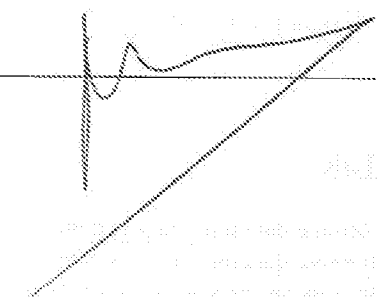
34. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement, Charge Agreements and/or the IP Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, Kreos has caused this Release to be executed and delivered by its duly authorized officer as of the Release Date.

KREOS CAPITAL III LIMITED

By: _____
Name: _____
Title: _____



Schedule A

The Patents

Issued Patents

<u>Patent #</u>	<u>Issue Date</u>	<u>Owned By</u>	<u>Title</u>
7,707,453	24/7/2010	Axxana (Israel) Ltd.	Remote data mirroring system

List of Patent Applications:

<u>Patent Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
8462/DELNP/2007	10/04/2006	Axxana (Israel) Ltd.	Remote data mirroring system
12/721,580	11/03/2010	Axxana (Israel) Ltd.	Remote data mirroring system
61/128,283	19/05/2008	Axxana (Israel) Ltd.	Increasing the Resilience of Disaster Recovery in the Presence of Rolling Disasters
12/463,438	11/05/2009	Axxana (Israel) Ltd.	Resilient Data Storage in the Presence of Replication Faults and Rolling Disasters
60/978,278	08/10/2007	Axxana (Israel) Ltd.	Fast data recovery system
12/228,315	11/08/2008	Axxana (Israel) Ltd.	Fast data recovery system
61/142,410	05/01/2009	Axxana (Israel) Ltd.	Disaster-proof data storage unit
12/647,565	28/12/2009	Axxana (Israel) Ltd.	Disaster-proof data storage unit
61/143,842	12/01/2009	Axxana (Israel) Ltd.	Disaster-proof cellular transmission
61/231,025	04/08/2009	Axxana (Israel) Ltd.	Determining Data Gap in Asynchronous Data Replication
61/265,766	02/12/2009	Axxana (Israel) Ltd.	Distributed Intelligent Network

Schedule B

The Trademarks

<u>Registration #</u>	<u>Registration Date</u>	<u>Owned By</u>	<u>Mark</u>
3581382	24/02/2009	AXXANA (Israel) Ltd.	Axxana
3786750	11/05/2010	AXXANA (Israel) Ltd.	AXXANA PHOENIX SYSTEM

List of Trademark Applications:

<u>Serial #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Mark</u>
77/669066	12/02/2009	AXXANA (Israel) Ltd.	AXXANA PHOENIX BLACK BOX
77821219	07/09/2009	AXXANA (Israel) Ltd.	PHOENIX- תעוצב
77821225	07/09/2009	AXXANA (Israel) Ltd.	RPO ZERO - לא תעוצב
77821224	07/09/2009	AXXANA (Israel) Ltd.	RPO ZERO- תעוצב

Domain Names:

1. ENTERPRISEDATARECORDING.COM
2. ENTERPRISEDATARECORDING.INFO
3. ENTERPRISEDATARECORDING.NET
4. ENTERPRISEDATARECORDING.ORG
5. RPOO.COM
6. RPOO.INFO
7. RPOO.NET
8. RPOO.ORG
9. RPOZERO.COM
10. RPOZERO.INFO
11. RPOZERO.NET
12. RPOZERO.ORG

Schedule C

The Copyrights

None.