TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM298205

SUBMISSION TYPE: NEW ASSIGNMENT

Release of Security Interest **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/05/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PHD Virtual Technologies, Inc.	
Street Address:	1880 John F. Kennedy Blvd.	
Internal Address: Ste 1301		
City:	Philadelphia	
State/Country: PENNSYLVANIA		
Postal Code:	19103	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4230412	PHD VIRTUAL	
Registration Number:	4230411	PHD VIRTUAL	

CORRESPONDENCE DATA

Fax Number: 2127288111

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

US Mail.

Phone: 2127288000

Email: ipdept@willkie.com

Correspondent Name: Meghan Hungate c/o Willkie Farr & Gallag

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122245.00006 MHH	
NAME OF SUBMITTER:	Meghan M. Hungate	
SIGNATURE:	/meghanmhungate/	
DATE SIGNED:	03/14/2014	

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TRADEMARK **REEL: 005237 FRAME: 0582** source=SVB#page4.tif

TRADEMARK REEL: 005237 FRAME: 0583

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY is granted and conveyed as of December 5, 2013, by Silicon Valley Bank (including any successor, participant, assignee or transferee thereof), a California Corporation, as Administrative Agent ("Agent" or "Lender"), in favor of PHD Virtual Technologies, Inc, a Delaware corporation (including any successors in interest or assignees thereof, collectively "Grantor"), who are parties to that certain Loan and Security Agreement, dated as of June 6, 2012, by and between Grantor and Agent, among others, (as amended and/or restated, together with any and all guaranties, security agreements, pledge agreements, ancillary agreements and other documents and instruments relating thereto, including all IP Collateral documents the "IP Security Agreement").

WITNESSETH

WHEREAS, Grantor has granted a security interest in certain of its Intellectual Property, including the patents and trademarks set forth on <u>Exhibit A</u> attached hereto (collectively, the "<u>IP Collateral</u>") pursuant to the IP Security Agreement, for the benefit of the Lender (the "<u>Grants of Security Interest</u>");

WHEREAS, Grantor has requested that the Lender: (a) terminate and release the liens and interests of the Lender in the IP Collateral; and (b) execute and deliver evidence of such termination and release for filing with the PTO; and

WHEREAS, the Lender has agreed to such release and termination, as Grantor has fulfilled all payment and performance obligations under the IP Security Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby acknowledges and agrees as follows:

- 1. <u>Acknowledgment of Termination of Grants of Security Interest in Patents and Trademarks</u>. All rights and security interest in the Trademarks, including but not limited to each of the trademarks set forth on <u>Exhibit A</u> attached hereto and incorporated herein by reference are hereby terminated and released and are no longer in force.
- 2. <u>Recordation</u>. The Lender hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Interest Release.
- 5. <u>Further Assurances</u>. The Lender hereby agrees to execute such instruments and to take such other actions as the Grantor may reasonably request in writing in order to terminate the Lender's security interest in the IP Collateral and otherwise to effectuate the release of the IP Collateral.

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	6.	Governing Law.	This Release of	Security Interest in	n Intellectual Propert	y
shall be goverr	ned by,	and construed in a	accordance with,	the laws of the Sta	te of New York.	
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IN WITNESS WHEREOF, Lender, on behalf of itself and any and all respective successors and assigns, has caused this Release of Security Interest in Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Silicon Valley Bank

By: Thomas F. Goreison

Title: MUNACITY O DINESTAL

Exhibit A

TRADEMARKS:

<u>Trademark</u>	Country	Registration No.	Registration Date
PHD Virtual and Design	U.S.	4230412	October 23, 2012
PHD VIRTUAL	U.S.	4230411	October 23, 2012

PATENTS:

<u>Title</u>	Country	(App. No.) or Patent No.	(Filing Date) or Issue Date
Virtual Machine Data Replication	U.S.	(13414119)	(3/7/2012)
Virtual Machine Data Replication	U.S.	8135748	3/13/2012
Virtual Machine Data Backup	U.S.	(12758245)	(4/12/2010)
Virtual Machine File-Level Restoration	U.S.	(12758326)	(4/12/2010)

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