# CH \$565.00 4400

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM303247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		05/01/2014	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Bomgar Corporation	
Street Address:	578 Highland Colony Pkwy., Suite 140	
City:	Ridgeland	
State/Country:	MISSISSIPPI	
Postal Code:	39157	
Entity Type:	CORPORATION: MISSISSIPPI	

## **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark	
Registration Number:	4400827	BOMGAR UNIVERSITY	
Registration Number:	4400828	U BOMGAR BOMGAR UNIVERSITY	
Registration Number:	4321506	BOMGAR ANALYTICS	
Registration Number:	4321471	BOMGAR ATLAS CLUSTER	
Registration Number:	4321472	BOMGAR ATLAS TECHNOLOGY	
Registration Number:	4132946	BOMGAR EMBASSY	
Registration Number:	4321473	В	
Registration Number:	4321474	BOMGAR BUTTON	
Registration Number:	4321475	BOMGAR BOX	
Registration Number:	4321476	BOMGAR	
Registration Number:	4250651	JUMPOINT	
Registration Number:	4498428	JUMP	
Registration Number:	4136640	BOMGAR BUTTON	
Registration Number:	3697322	REMOTE SUPPORT APPLIANCE	
Registration Number:	4050969	ENTERPRISE REMOTE SUPPORT	
Registration Number:	3800713	В	
Registration Number:	4418762	JUMP	
Registration Number:	3715782	JUMPOINT	
Registration Number:	3558122	THE BOX THAT'S REVOLUTIONIZING REMOTE SU	
		TRADEMARK	

900287957 REEL: 005271 FRAME: 0935

Property Type	Number	Word Mark
Registration Number:	3558116	BOMGAR
Registration Number:	3558117	BOMGAR BOX
Registration Number:	2999354	NETWORKSTREAMING

#### CORRESPONDENCE DATA

**Fax Number:** 3129021061

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

US Mail.

**Phone:** 312.577.8034

**Email:** oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-115
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/01/2014

#### **Total Attachments: 5**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 1<sup>st</sup> day of May, 2014 (the "Release Date") by Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), for the benefit of Bomgar Corporation, a Mississippi corporation ("Debtor").

WHEREAS, Debtor and Agent are parties to that certain Credit Agreement, dated as of August 22, 2013 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement"), and that certain Guaranty and Security Agreement, dated as of August 22, 2013 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Guaranty and Security Agreement");

WHEREAS, in connection with the Credit Agreement and Guaranty and Security Agreement, Debtor and Agent entered into that certain Trademark Security Agreement, dated as of August 22, 2013 (the "Security Agreement"), pursuant to which Debtor granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests and liens in and to certain assets of Debtor owned at any time prior to the date hereof, including, without limitation, all Trademarks and Trademark Intellectual Property Licenses to which Debtor is a party, including those identified on Exhibit A attached hereto; all goodwill of the business connected with the use of, and symbolized by, each such Trademark and each Trademark Intellectual Property License; and all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License (the "Trademark Collateral");

WHEREAS, Agent has filed with the United States Patent and Trademark Office (the "<u>USPTO</u>") notices of security interests in the Trademark Collateral at Reel: 005096 and Frame: 0650 on August 22, 2013; and

WHEREAS, Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that Agent terminate and release its interest in the Trademark Collateral.

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

1. <u>Release of Security Interest</u>. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, assigns, and discharges any and all security interests in the Trademark Collateral granted by Debtor under the Security Agreement.

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- 2. <u>Recordation of Release</u>. Agent hereby authorizes Debtor or its designee(s) to record this Release with the USPTO.
- 3. <u>Further Actions</u>. Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Debtor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to Debtor and the cost and expense of such documents and actions shall be borne solely by Debtor.
- 4. <u>Capitalized Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Release shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

[Signature pages follow]

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IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Matthew Masley Title: Authorized Signatury

# **EXHIBIT A**

# **Trademark Collateral**

## **UNITED STATES TRADEMARKS:**

Trademark	Application Number	Registration Number
BOMGAR UNIVERSITY	App 85490387	Reg 4400827
U BOMGAR BOMGAR UNIVERSITY	App 85490396	Reg 4400828
BOMGAR ANALYTICS	App 85305055	Reg 4321506
BOMGAR ATLAS CLUSTER	App 85251470	Reg 4321471
BOMGAR ATLAS TECHNOLOGY	App 85251474	Reg 4321472
BOMGAR EMBASSY	App 85251483	Reg 4132946
В	App 85251485	Reg 4321473
BOMGAR BUTTON	App 85251488	Reg 4321474
BOMGAR BOX	App 85251494	Reg 4321475
BOMGAR	App 85251501	Reg 4321476
JUMPOINT	App 85251508	Reg 4250651
JUMP	App 85251510	Reg 4498428
BOMGAR BUTTON	App 85240007	Reg 4136640
REMOTE SUPPORT APPLIANCE	App 77745464	Reg 3697322
ENTERPRISE REMOTE SUPPORT	App 77703392	Reg 4050969
В	App 77703408	Reg 3800713
JUMP	App 77243484	Reg 4418762
JUMPOINT	App 77233452	Reg 3715782
THE BOX THAT'S	App 77094814	Reg 3558122
REVOLUTIONIZING REMOTE		
SUPPORT		
BOMGAR	App 77092497	Reg 3558116
BOMGAR BOX	App 77092507	Reg 3558117
NETWORKSTREAMING	App 78366462	Reg 2999354

## **FOREIGN TRADEMARKS:**

# **Registrations:**

Trademark	Registration	Country
	Number	
В	Reg 11792975	EU
BOMGAR	Reg 9947185	EU
BOMGAR BUTTON	Reg 9947326	EU
В	Reg 9947235	EU
JUMP	Reg 9947268	EU
BOMGAR	TMA827359	Canada
BOMGAR BOX	TMA826768	Canada
JUMPOINT	TMA828217	Canada
REMOTE SUPPORT APPLIANCE	TMA827897	Canada

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## **FOREIGN TRADEMARKS (Continued):**

## **Applications:**

Trademark	Application Number	Country
BOMGAR	App 14 4075653	France
BOMGAR BOX	App 14 4075673	France
В	App 14 4075679	France
В	App 14 4075696	France
BOMGAR	App 302014021954.9	Germany
BOMGAR BOX	App 302014021955.7	Germany
В	App 302014021957.3	Germany
В	App 302014021956.5	Germany
В	App 3038741	United Kingdom
В	App 3038742	United Kingdom
BOMGAR	App 3038669	United Kingdom
BOMGAR BOX	App 3038740	United Kingdom
bomgar	App T1320520D	Singapore
bomgar box	Арр Т1320529Н	Singapore
b	App T1320533F	Singapore
b	App T1320542E	Singapore
"B' square edges	1460110	Canada
"B" rounded edges	1625597	Canada
JUMP	1,460,118	Canada
JUMP TECHNOLOGY	1,460,113	Canada
JUMP	009947268	EU
"B" rounded edges	009947235	EU

## **Trade Names**

Bomgar Corporation Bomgar UK Ltd.

**Common Law Trademarks** 

N/A

**Trademarks Not Currently in Use** 

N/A

**Trademark Licenses** 

N/A

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RECORDED: 05/01/2014