

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCI Capital Markets, LLC		07/15/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Syncsort Incorporated		
Street Address:	50 Tice Boulevard		
City:	Woodcliff Lake		
State/Country:	NEW JERSEY		
Postal Code:	07677		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2070604	BACKUP EXPRESS	
Registration Number:	3854263	BEX	
Registration Number:	3883617	BEX INSTANT VIRTUALIZATION	
Registration Number:	4342743	NSB	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	118015.00010 KAW		
NAME OF SUBMITTER:	Kim A. Walker		
SIGNATURE:	/kaw-907/		
DATE SIGNED:	07/15/2014		
Total Attachments: 4			
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**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 15 day of July, 2014, by GCI Capital Markets, LLC, as administrative agent (the "Agent"), in favor of Syncsort Incorporated, a New Jersey corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of July 13, 2010, and that certain Amended and Restated Security Agreement, dated as of March 3, 2014, by and among the parties and the other grantors party thereto (the "Security Agreements"), the Obligor granted to the Agent security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreements, the Obligor executed that certain Trademark Security Agreement, dated as of July 13, 2010, and that certain Amended and Restated Trademark Security Agreement, dated as of March 3, 2014 (each as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreements"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office on July 14, 2010 at Reel 4241/Frame 0802, and March 7, 2014 at Reel 5232/Frame 0859, respectively;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreements. The term "Trademark Collateral," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such

trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GCI CAPITAL MARKETS LLC, as Agent

By: 

Name: Robert G. Tuchscherer

Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

TRADEMARKS

Jur.	Mark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date
US	BACKUP EXPRESS	2070604	74729469	9/15/1995	6/10/1997
US	BEX	3854263	77489938	6/3/2008	9/18/2010
US	BEX Instant Virtualization	3883617	77703472	3/31/2009	11/30/2010
US	NSB	4342743	85801937	12/13/2012	3/12/2013
EC	BEX		9071391	4/30/2010	
JP	DPX		2013-47640	6/20/2013	
JP	ECX		2013-47641	6/20/2013	