

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		01/28/2015	Bank: GERMANY
RECEIVING PARTY DATA			
Name:	Accuvant Inc.		
Street Address:	1125 17th Street, Suite 1700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
Name:	Accuvant Federal Solutions Inc., a Maryland Corporation		
Street Address:	1125 17th Street, Suite 1700		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4036823	ACCUVANT	
Registration Number:	4036824	ACCUVANT	
Registration Number:	3960004	SECURITY OBJECTS	
Registration Number:	3764618	CIPHENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		

OP \$115.00 4036823

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/29/2015
Total Attachments: 5 source=Trademark Release (Credit Suisse)#page1.tif source=Trademark Release (Credit Suisse)#page2.tif source=Trademark Release (Credit Suisse)#page3.tif source=Trademark Release (Credit Suisse)#page4.tif source=Trademark Release (Credit Suisse)#page5.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Credit Suisse AG

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Bank _____

Citizenship (see guidelines) German

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 28, 2015

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Accuvant, Inc.

Street Address: 1125 17th Street, Suite 1700

City: Denver

State: CO

Country: USA Zip: 80202

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA-DE
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 28, 2015

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 005449 FRAME: 0010**

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

Accuvant Federal Solutions Inc., a Maryland Corporation
1125 17th Street, Suite 1700
Denver, CO 80202
Citizenship – USA – MD

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 28, 2015 (the “Effective Date”), is made by Credit Suisse AG, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of April 22, 2014, by and among Accuvant Midco LLC, a Delaware limited liability company, Accuvant Finance LLC, a Delaware limited liability company (the “Borrower”), the subsidiaries of the Borrower from time to time party thereto and the Agent (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral, including the Trademark Collateral;

WHEREAS, pursuant to the Intellectual Property Security Agreement, the Grantors executed and delivered a Trademark Short Form Security Agreement, dated as of April 22, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 23, 2014 at Reel/Frame 5266/0510;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Intellectual Property Security Agreement and the Trademark Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Intellectual Property Security Agreement or Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Intellectual Property Security Agreement and the Trademark Security Agreement, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Intellectual Property Security Agreement or Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, acting in its capacity as collateral
agent**

By  

Name: Vipul Dhadda

D. Andrew Maletta

Title: Authorized Signatory

Authorized Signatory

GRANTORS: Accuvant, Inc.; Accuvant Federal Solutions Inc.

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	Reg. No./ App. No.
ACCUVANT	United States	Accuvant, Inc.	4,036,823
ACCUVANT	United States	Accuvant, Inc.	4,036,824
Security Objects	United States	Accuvant Federal Solutions Inc.	3,960,004
Ciphent	United States	Accuvant Federal Solutions Inc.	3,764,618