# CH \$90.00 32

ETAS ID: TM330733

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PARTNERS FOR GROWTH III, L.P.		08/07/2014	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE

## **RECEIVING PARTY DATA**

Name:	EDGEWAVE, INC.
Street Address:	15333 Avenue of Science
Internal Address:	Suite 100
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92128
Entity Type:	CORPORATION: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3238920	ST. BERNARD
Registration Number:	2488930	IPRISM
Registration Number:	4052055	EDGEWAVE

# CORRESPONDENCE DATA

**Fax Number:** 9193541278

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.

**Phone:** 9193143086

Email: loandocsdept@square1bank.com

Correspondent Name: SQUARE 1 BANK
Address Line 1: 406 Blackwell Street

Address Line 2: Suite 240

Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
SIGNATURE:	/leeconner-tkf/
DATE SIGNED:	02/02/2015

**Total Attachments: 3** 

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#### RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of August 7, 2014, by **EDGEWAVE**, **INC**., (formerly known as St. Bernard Software, Inc.), a Delaware corporation ("Company"), with its principal place of business located at 15333 Avenue of Science, Suite 100, San Diego, CA 92128.

#### Recital

WHEREAS Company granted to PARTNERS FOR GROWTH III, L.P. ("Lender") a security interest in its copyrights, patents and trademarks, including the trademarks described on Exhibit A attached hereto, (collectively, the "Intellectual Property") under Intellectual Property Security Agreements dated as of July 21, 2008 and January 30, 2012 (the "Security Agreements"), and recorded with the US Patent and Trademark Office as set forth on Exhibit A.

WHEREAS Company has no outstanding obligations to Lender under the terms of the Security Agreements, and Lender has executed a **NOTICE OF AUTHORITY TO RELEASE LIENS**, attached hereto as Exhibit B, Company hereby request the filing of this Release of the security interest in the Intellectual Property.

## Agreement

Now therefore, Lender's security interest in the Intellectual Property is terminated and released.

COMPANY:

EDGEWAVE, INC.

Title:

15333 Avenue of Science, Suite 100

San Diego, CA 92128

## **EXHIBIT** A

#### Trademarks

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on July 23, 2008 at Reel and Frame Number 3821/0345:

REGISTRATION NUMBER	FILE DATE
3238920	5-8-2007
2488930	9-11-2001
	3238920

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on February 6, 2012 at Reel and Frame Number 4711/0405:

TITLE	REGISTRATION NUMBER	FILE DATE
EDGEWAVE	4052055	11-8-2011
IPRISM	2488930	9-11-2001

Lender's security interest in the following trademarks was recorded at the US Patent and Trademark Office on February 24, 2014 at Reel and Frame Number 5222/0843:

TITLE	REGISTRATION NUMBER	FILE DATE
ST. BERNARD	3238920	5~8~2007

#### EXHIBIT B

## PARTNERS FOR GROWTH III, LP 150 PACIFIC AVENUE SAN FRANCISCO, CALIFORNIA 94111 (415) 912-5892

Facsimile: (415) 781-0510

Email: jorraine is pintontia ensi ce: noticevil pintontia com

Via electronic mail

July 7, 2014

Edgewave, Inc. 15333 Avenue of Science San Diego, CA 92128

## Notice of Authority to Release Liens

Attention: Thalia Gietzen

This is to confirm that all monetary Obligations owed by Edgewave ("Borrower") have been repaid to PFG 3. Borrower is authorized: (i) to terminate all UCC financing statements filed by PFG 3 in respect of Borrower's assets, (ii) to terminate all assignments for security filed with the USPTO in respect of Borrower's patents and trademarks, (iii) to terminate any assignments for security filed with the US Copyright Office in respect of Borrower's US-registered copyrights, (iv) to terminate all deposit account control agreements in effect among Borrower, PFG 3 and any and all relevant depositary institutions, (v) to terminate any and all landlord consents and bailee waivers that may be in effect in favor of PFG 3, (vi) to terminate any other agreement, arrangement or filing containing or evidencing any lien on or security interest in any Borrower property, including but not limited to the Loan and Security Agreement dated January 30, 2012 by and between Borrower and Partners for Growth III, L.P., and (vii) to use this letter as evidence of PFG 3's agreement that the foregoing liens may be terminated by Borrower.

Parmers for Growth JII, L.P.

By: Lorraine Nield

Manager, Partners for Growth III, LLC

Its: General Partner

TRADEMARK REEL: 005451 FRAME: 0022

RECORDED: 02/02/2015