# CH \$140.00 381808

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM337884

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		04/08/2015	BANK: CANADA

### **RECEIVING PARTY DATA**

Name:	SYMPHONY TELECA CORP.
Street Address:	636 ELLIS STREET
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE
Name:	SYMPHONY TELECA SERVICES, INC.
Street Address:	636 ELLIS STREET
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE
Name:	SYMPHONY SERVICES ENGINEERING CORP.
Street Address:	636 ELLIS STREET
City:	MOUNTAIN VIEW
State/Country:	CALIFORNIA
Postal Code:	94043
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3818087	ENGINEERING OUTCOME CERTAINTY
Registration Number:	1325497	MONIES
Registration Number:	3180583	SYMPHONY SERVICES
Registration Number:	3186584	SYMPHONY SERVICES
Serial Number:	85679571	SYMPHONY TELECA

### **CORRESPONDENCE DATA**

TRADEMARK REEL: 005495 FRAME: 0842

900321323

**Fax Number:** 6508385109

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:** 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	36510/64
NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	04/10/2015

### **Total Attachments: 6**

source=0 - Symphony Release#page1.tif

source=0 - Symphony Release#page2.tif

source=0 - Symphony Release#page3.tif

source=0 - Symphony Release#page4.tif

source=0 - Symphony Release#page5.tif

source=0 - Symphony Release#page6.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (this "Release") is made effective as of April 8, 2015, by ROYAL BANK OF CANADA, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of SYMPHONY TELECA CORP., SYMPHONY TELECA SERVICES, INC. and SYMPHONY SERVICES ENGINEERING CORP. (collectively, the "Grantors").

WHEREAS, the Grantors have entered into that certain Credit Agreement dated as of August 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ROYAL BANK OF CANADA, as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement;

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as August 7, 2014 made by the Grantors to the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors executed that certain Intellectual Property Security Agreement, dated as of December 5, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") whereby the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and to certain intellectual property of the Grantors;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on December 5, 2014 at Reel 34384 and Frame 964, with respect to U.S. patents and patent applications, and at Reel 5414 and Frame 0524 with respect to U.S. trademarks and trademark applications; and

WHEREAS, in accordance with the provisions of the Security Agreement and the IP Security Agreement, the Collateral Agent now desires to release its security interest in and to the Collateral (as defined below).

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

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases to the Grantors its security interest in all of the Grantors' right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and
- (v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. <u>Recordation</u>. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. <u>Governing Law</u>. 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 Collateral Agent has caused this Release to be executed by its duly authorized officer.

ROYAL BANK	OF CANADA, as Collateral Agent
Ву:	
Name:	Avone Balla
Title:	508159800; **\\$******

# Schedule A

# **PATENTS**

# **Patents**

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
METHOD AND SYSTEM FOR CONVERSION OF AUTOMATION TEST SCRIPTS INTO ABSTRACT TEST CASE REPRESENTATION WITH PERSISTENCE	United States	7581212 20090825	10/756894 20040113	Symphony Service Corp.	Granted
METHOD AND SYSTEM FOR RULE-BASED GENERATION OF AUTOMATION TEST SCRIPTS FROM ABSTRACT TEST CASE REPRESENTATION	United States	7478365 20090113	10/757718 20040113	Symphony Service Corp.	Granted

# Schedule B

# TRADEMARKS

Trademark	Country	Reg. No. / Date	App. No./ Filed	Owner	Status
SYMPHONY TELECA	India	N/A	2461721 17-JAN-2013	Symphony Teleca Corporation	Pending
SYMPHONY TELECA	International Register	1141351 24-RJL-2012	N/A	Symphony Teleca Corporation	Registered
TELECA	International Register	1033069 05-FEB-2010	N/A	Symphony Teleca Corporation	Registered
TELECA	International Register	1037863 05-FEB-2010	N/A	Symphony Teleca Corporation	Registered
ENGINEERING OUTCOME CERTAINTY	United States	3818087 13-JUL-2010	77885619 03-DEC-2009	Symphony Service Corp.	Registered
MONES	United States	1325497 19-MAR-1985	73436329 25-JUL-1983	Symphony Service Corp.	Registered
SYMPHONY SERVICES	United States	3180583 05-DEC-2006	78789746 11-JAN-2006	Symphony Service Corp.	Registered
SYMPHONY SERVICES	United States	3186584 19-DEC-2006	78799728 11-JAN-2006	Symphony Service Corp.	Registered
SYMPHONY TELECA	United States	N/A	85679571 17-JUL-2012	Symphony Teleca Corporation	Pending – ITU
TELECA	United States	3936790 29-MAR-2011	79080507 05-FEB-2010	Symphony Teleca Corporation	Registered
TELECA	United States	3960731 17-MAY-2011	79082285 05-FEB-2010	Symphony Teleca Corporation	Registered

# Schedule C

# COPYRIGHTS

Copyrights

None.

6