TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM338442

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-------------------------------------|
| Bridge Bank, National Association | | 03/26/2015 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| Name: | E2Open, Inc. | |
|-------------------|------------------------|--|
| Street Address: | 4100 East Third Avenue | |
| Internal Address: | Suite 400 | |
| City: | Foster City | |
| State/Country: | CALIFORNIA | |
| Postal Code: | 94404 | |
| Entity Type: | CORPORATION: DELAWARE | |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2719688 | E2OPEN |
| Registration Number: | 2687120 | E2OPEN |
| Registration Number: | 2696414 | E2OPEN |
| Registration Number: | 2698467 | |

CORRESPONDENCE DATA

2125935955 Fax Number:

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

New York, NEW YORK 10022 Address Line 4:

| ATTORNEY DOCKET NUMBER: | 014951-1540 | |
|-------------------------|----------------------------|--|
| NAME OF SUBMITTER: | Scott Kareff (014951-1540) | |
| SIGNATURE: | /kc for sk/ | |
| DATE SIGNED: | 04/16/2015 | |

Total Attachments: 7

source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page1.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page2.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page3.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page4.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page5.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page6.tif source=Trademark Release for E2Open, Inc. (rf 5128-0369)#page7.tif

RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of October 7, 2013, recorded in the United States Patent and Trademark Office at Reel 5128, Frame 0369 (the "IP Security Agreement"), E2OPEN, INC., a Delaware corporation ("Releasee"), granted and pledged to BRIDGE BANK NATIONAL ASSOCIATION ("Releasor"), a security interest in all right, title and interest of Releasee in any of the following, whether then existing or thereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, then or thereafter existing, created, acquired or held (collectively, the "<u>Copyrights</u>"), including the Copyrights described in <u>Schedule A</u>;
- b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in <u>Schedule B</u>;
- patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "<u>Patents</u>"), including the Patents described in Schedule C;
- d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- f) design rights;
- g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works;
- proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Intellectual Property Security Agreement to confirm the release, relinquishment and discharge of its continuing first priority security interest in the Intellectual Property Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
- 2. <u>Release of Security Interest</u>. Releasor hereby, without any representation and warranty and without any recourse to Releasor, releases, relinquishes and discharges its security interest in the Intellectual Property Collateral.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, Releasor has caused this Release of IP Security Agreement to be duly executed as of March 26, 2015.

BRIDGE BANK, NATIONAL ASSOCIATION

By:

Name: Jane Magallanes

Title: Asst. Vice President

SCHEDULE A

Copyrights

None.

SCHEDULE B

Trademarks

U.S. TRADEMARK REGISTRATIONS

| Trademark Country - Title/Description of Document | Registration No. |
|--|------------------|
| E2open (name) United States (Class 35,38,42) | 2,719,688 |
| E2open (name) United States (Class 35, 38) | 2,687,120 |
| E2open Liseo United States - E2OPEN & Design (Class 9, 35) | 2,696,414 |
| E2open Logo United States (Class 9,35,38) | 2,698,467 |

FOREIGN TRADEMARK REGISTRATIONS

| Trademark | Country - Title/Description of Document | Case |
|---------------|---|--------------------|
| E2open Logo | Canada (Class 9,35,42) | 27673-TM2042 |
| E2open Logo | European Union (Class 9,35,42) | 27673-TM2040 |
| E2open Logo | Japan (Class 9,35,42) | 27673-TM2028 |
| E2open Logo | Singapore (Class 9) | 27673-TM2004 |
| E2open Logo | Singapore (Class 35, 41) | 27673-TM2005, 2006 |
| E2open Logo | Korea, Republic of (Class 9,35,42) | 27673-TM2037 |
| E2open Logo | Taiwan (Class 9) | 27673-TM2011 |
| E2open Logo | Taiwan (Class 42) | 27673-TM2009 |
| E2open (name) | Australia (Class 9,35,36,42) | 27673-TM2045 |
| E2open (name) | Benelux (Class 9,35,38) | 27673-TM2044 |
| E2open (name) | Canada (Class 9,35,42) | 27673-TM2043 |
| E2open (name) | China (Class 42) | 27673-TM2019 |
| E2open (name) | China (Class 36) | 27673-TM2020 |
| E2open (name) | China (Class 9) | 27673-TM2022 |
| E2open (name) | European Union (Class 9,42) | 27673-TM2026 |
| E2open (name) | Japan (Class 9,35,42) | 27673-TM2041 |
| E2open (name) | Korea, Republic of (Class 9,42) | 27673-TM2039 |
| E2open (name) | Singapore (Class 9) | 27673-TM2001 |
| E2open (name) | Taiwan (Class 9) | 27673-TM2013 |
| F2open (name) | Taiwan (Class 35) | 27673-TM2014 |
| E2open (name) | Taiwan (Class 42) | 27673-TM2012 |
| E2open (name) | Thailand (Class 35,42) | 27673-TM2016, 2017 |
| E2open (name) | United Kingdom (Class 9,35,42) | 27673-TM2031 |
| E2open (name) | China, People's Republic (color black & white) (Class 35) | 27673-TM2021 |

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

SCHEDULE C

Patents

None.

TRADEMARK REEL: 005498 FRAME: 0998

RECORDED: 04/16/2015