

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/11/2015	Bank:
RECEIVING PARTY DATA			
Name:	Parallels Software International, Inc.		
Street Address:	PO Box 186, Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	CORPORATION: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3292493	COMPRESSOR	
Registration Number:	3109113	PARALLELS	
Registration Number:	3174079	DD	
Registration Number:	3174054	DD PARALLELS	
Registration Number:	3134404	DD PARALLELS	
Registration Number:	3093321	DD	
Serial Number:	77296207	PARALLELS DESKTOP	
Serial Number:	77084572	COHERENCE	
Registration Number:	3278114	TRANSPORTER	
Serial Number:	77272667	SMARTSELECT	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	650-461-6125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, c/o Qui Lu, Senior Paralegal		
Address Line 1:	650 Page Mill Road		
Address Line 2:	FH2-1 P12		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	40825.027		

CH \$265.00 3292493

NAME OF SUBMITTER:	Qui Lu
SIGNATURE:	/Qui Lu/
DATE SIGNED:	12/14/2015
Total Attachments: 9 source=Parallels Software International Inc (7791742)#page1.tif source=Parallels Software International Inc (7791742)#page2.tif source=Parallels Software International Inc (7791742)#page3.tif source=Parallels Software International Inc (7791742)#page4.tif source=Parallels Software International Inc (7791742)#page5.tif source=Parallels Software International Inc (7791742)#page6.tif source=Parallels Software International Inc (7791742)#page7.tif source=Parallels Software International Inc (7791742)#page8.tif source=Parallels Software International Inc (7791742)#page9.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of December 11, 2015, is executed by **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender"), in favor of **PARALLELS SOFTWARE INTERNATIONAL, INC.**, a BVI Business Company registered under the BVI Business Companies Act, 2004, whose registered office is at PO Box 186, Road Town, Tortola, British Virgin Islands ("Grantee"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of November 6, 2007, (the "Security Agreement"), executed by Grantee in favor of Lender, Grantee granted to Lender a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on November 20, 2007, at Reel/Frame 3665/0260, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on November 26, 2007, at Reel/Frame 020154/0915, to evidence the security interest granted under the Security Agreement.

D. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

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

(a) Lender expressly terminates and releases all of Lender's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(ii) Any and all trade secrets, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights which may be available to Grantee now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(v) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantee connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(vii) Any and all claims for damages by way of past, present and future infringements 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;

(viii) All 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, including, without limitation those set forth on **EXHIBIT E** attached hereto (collectively, the "Licenses");

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All 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.

(b) Lender represents and warrants that it has the full power and authority to execute this Termination.

(c) Lender authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office, and the United States Copyright Office, to record this Termination.

[Signature Page Follows]

EXHIBIT A

COPYRIGHTS

SCHEDULE A – ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B – PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None.

SCHEDULE C – UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

Content of <http://www.parallels.com/> is copyrighted (<http://www.parallels.com/terms/>) as well as all Parallels' products including program code, user guides, manuals etc.

EXHIBIT B

PATENTS

PROVISIONAL PATENTS PENDING AT US PTO

DOCKET NO.	SERIAL NO.	FILING DATE	STATUS	DESCRIPTION
2354.0140000	60/710,143	8/23/2005	Provisional	SMART KERNEL ACCELERATION FOR VIRTUAL MACHINE OPTIMIZATION
2354.0150000	60/714,847	9/8/2005	Provisional	FAST STUB TECHNOLOGY FOR VIRTUAL MACHINE OPTIMIZATION
2354.0070000		7/10/2005	Provisional	SEGMENT EMULATION MODEL FOR VIRTUAL MACHINE
2354.012OPN0		10/11/2005	Provisional	LIGHTWEIGHT HYPERVISOR TECHNOLOGY

PATENT APPLICATIONS PENDING AT US PTO

2354.0020001 USPTO #11/348,382; filed February 07, 2006
SYSTEM AND METHOD FOR STARTING VIRTUAL MACHINE MONITOR IN COMMON WITH ALREADING
INSTALLED OPERATING SYSTEM

2354.0030000 USPTO #11/139,787; filed May 31, 2005
METHODS AND SYSTEMS FOR SAFE EXECUTION OF GUEST CODE IN VIRTUAL MACHINE CONTEXT

2354.0070001 USPTO #11/538,444; filed October 04, 2006
MEMORY SEGMENT EMULATION MODEL FOR VIRTUAL MACHINE

2354.0140001 USPTO #11/463,339; filed August 09, 2006
KERNEL ACCELERATION TECHNOLOGY FOR VIRTUAL MACHINE OPTIMIZATION

2354.0150001 USPTO #11/530,080; filed September 08, 2006
FAST STUB AND FRAME TECHNOLOGY FOR VIRTUAL MACHINE OPTIMIZATION

2354.0210002 USPTO #11/739,131; filed April 24, 2007
SEAMLESS INTEGRATION AND INSTALLATION OF NON-NATIVE APPLICATION INTO NATIVE OPERATING
SYSTEM

2354.0220001 USPTO #11/740,936; filed April 27, 2007
PORTABLE VIRTUAL MACHINE

2354.0250001 USPTO #11/558,498; filed November 10, 2006
EXPANSION OF VIRTUALIZED PHYSICAL MEMORY OF VIRTUAL MACHINE

2354.0290000 USPTO #11/651,551; filed February 06, 2007
PAGING CACHE OPTIMIZATION FOR VIRTUAL MACHINE

2354.0380000 USPTO #60/894,465; filed March 13, 2007
LIGHTWEIGHT VIRTUAL MACHINES AND INCREASING DENSITY OF VIRTUAL MACHINES IN A
COMPUTER SYSTEM

2354.0410000 USPTO #60/948,655; filed July 09, 2007
CONTINUOUS PROCESSING DATA PACKETS USING VIRTUAL USB CONTROLLER

2354.0440000 USPTO #60/979,126; filed October 11, 2007
METHOD AND SYSTEM FOR CREATION, ANALYSIS AND NAVIGATION OF VIRTUAL SNAPSHOTS

2354.0450000 USPTO #60/948,779; filed July 10, 2007
METHOD AND SYSTEM FOR UNATTENDED INSTALLATION OF GUEST OPERATING SYSTEM

2354.0530000 USPTO #60/951,147; filed July 20, 2007
SYSTEM AND METHOD FOR VIRTUALIZATION USING AN OPEN BUS HYPERVISOR

2354.0540000 USPTO #60/945,882; filed June 22, 2007
VIRTUALIZATION SYSTEM WITH HYPERVISOR EMBEDDED IN BIOS OR USING EXTENSIBLE FIRMWARE
INTERFACE

2354.0380001 USPTO #60/979,104; filed October 11, 2007
LIGHTWEIGHT VIRTUAL MACHINES AND INCREASING DENSITY OF VIRTUAL MACHINES IN A
COMPUTER SYSTEM

EXHIBIT C

TRADEMARKS

2354 004W000 International Trademark Registration No. 903 503; Reg. Date: October 24, 2006 (PARALLELS)
Approved in EU and Singapore, Under consideration in Japan

	Serial Number	Reg. Number	Word Mark	Live/Dead
1	78915989	3292493	COMPRESSOR	LIVE
2	78634672	3109113	PARALLELS	LIVE
3	78789032	3174079	DD	LIVE
4	78787341	3174054	DD PARALLELS	LIVE
5	78634657	3134404	DD PARALLELS	LIVE
6	78682116	3093321	DD	LIVE
7	77296207		PARALLELS DESKTOP	LIVE
8	77084572		COHERENCE	LIVE
9	77081595	3278114	TRANSPORTER	LIVE
10	77272667		SMARTSELECT	LIVE

EXHIBIT D

MASK WORKS

MASK WORK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	STATUS
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None.

EXHIBIT E

LICENSES

Parallels have granted two distributors, Avanquest and Nova exclusive rights to market packaged products. These two distributors have been generating around \$1MM per qtr in revenue. Parallels markets mostly through downloading but these two distributors create a packaged product (CD in a nice box) for retail. As they do this at their expense they have exclusive rights for USA and most of Europe. They are not related to SWsoft or any of our major shareholders and have similar contracts for several other software companies. The current contracts expire before September next year and Parallels is considering renewing.

Grantee has various license rights to use off-the-shelf software and other products.