

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM374612

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York		02/23/2016	A New York Banking Corporation:
RECEIVING PARTY DATA			
Name:	SolarWinds Worldwide, LLC		
Street Address:	7171 Southwest Parkway		
Internal Address:	Building 400		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78735		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3259711	ORION	
Registration Number:	2917050	SOLARWINDS	
CORRESPONDENCE DATA			
Fax Number:	2125969761		
<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:	2125969761		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Daniel H. Lee, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	SILV-049-003		
NAME OF SUBMITTER:	Daniel H. Lee		
SIGNATURE:	/Daniel H. Lee/		
DATE SIGNED:	02/25/2016		
Total Attachments: 4			
source=Affidavit to Affirm Release of Security Interest in IP#page1.tif			
source=Affidavit to Affirm Release of Security Interest in IP#page2.tif			

CH \$65.00 3259711

source=Affidavit to Affirm Release of Security Interest in IP#page3.tif
source=Affidavit to Affirm Release of Security Interest in IP#page4.tif

AFFIDAVIT TO AFFIRM THE RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

This Affidavit to Affirm the Release of Security Interest in Intellectual Property is effective as of February 23, 2016.

I, J. Barton Kalsu, do hereby declare as follows:

1. I am the Executive Vice President and Chief Financial Officer of SolarWinds Worldwide, LLC, a Delaware limited liability company, located at 7171 Southwest Parkway, Building 400, Austin, Texas 78735 (the "Company").

2. In connection with that certain Second Lien Pledge and Security Agreement dated as of December 13, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Company executed that certain Intellectual Property Security Agreement dated as of December 13, 2005 (the "IP Security Agreement").

3. Pursuant to the Security Agreement and the IP Security Agreement, the Company granted to The Bank of New York, in its capacity as agent (the "Agent"), for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in and to all of the Company's right, title and interest in and to the Trademarks (as defined in the IP Security Agreement), including the trademark registrations and applications set forth in Schedule A, and the Copyrights (as defined in the IP Security Agreement), including the copyright registration set forth in Schedule A, in each case as collateral security for the prompt and complete payment and performance when due of the Company's Obligations (the "Security Interest").

4. The IP Security Agreement was recorded with the U.S. Patent and Trademark Office on March 22, 2006 at Reel 3274, Frame 0149 and with the U.S. Copyright Office on April 26, 2006 at Volume 3537, Document 686.

5. On or about May 28, 2010, based on information and belief, the outstanding indebtedness secured by the Secured Interest was repaid in full.

4. Due to unknown reasons, documentation evidencing the termination and release of the Security Interest was not filed with the U.S. Patent and Trademark Office or the U.S. Copyright Office in connection with the repayment in full of the indebtedness secured by the Security Interest.

5. Because the indebtedness secured by the Security Interest was repaid in full, the Security Interest has been terminated, released and discharged, and the Security Interest no longer exists in favor of the Agent.

The undersigned, being hereby advised that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, declares that the facts set forth in this Affidavit are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

SOLARWINDS WORLDWIDE, LLC

By: SolarWinds, Inc., its sole member

By: 

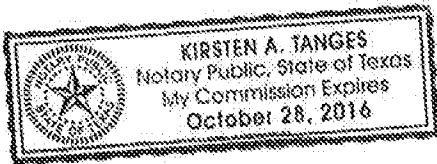
Name: Barton Kalsu

Title: Executive Vice President and Chief
Accounting Officer

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Travis):

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 23 day of February, 2016, personally appeared J. Barton Kalsu who, being by me duly sworn, deposes and says that he/she is the Executive Vice President and Chief Financial Officer of SolarWinds Worldwide, LLC, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such limited liability company as such officer.



Kirsten A. Tanges
Notary Public

My Commission Expires:

10-28-2016

Schedule A

Trademarks

Mark	Serial Number Filing Date	Registration Number Registration Date
ORION	76563595 11/24/2003	3259711 7/10/2007
SOLARWINDS	76563597 11/24/2003	2917050 1/11/2005

Copyrights

Title	Registration Number Registration Date
SolarWinds.Net : network management tools	TXu001101145 4/7/2003