# OP \$90.00 4437219

ETAS ID: TM379557

### 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	
Silicon Valley Bank		04/04/2016	Bank: UNITED STATES	

### **RECEIVING PARTY DATA**

Name:	Steelwedge Software, Inc.		
Street Address:	3825 Hopyard Road, Suite 150		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	Corporation: CALIFORNIA		

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

Property Type	Number	Word Mark
Registration Number:	4437219	PLAN. PERFORM. PROFIT
Registration Number:	4176099	ONE-CLICK PLANNING
Registration Number:	3856017	STEELWEDGE

### **CORRESPONDENCE DATA**

**Fax Number:** 2123553333

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:** 2124597136

**Email:** tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave.

Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	128995.243965
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	04/06/2016

**Total Attachments: 5** 

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS AND PATENTS (the "Release") is made this 4th day of April, 2016, effective as of September 29, 2015 (the "Release Date"), by Silicon Valley Bank (the "Secured Party"), for the benefit of Steelwedge Software, Inc., a California corporation (the "Grantor").

**WHEREAS**, the Grantor entered into that certain Loan and Security Agreement, dated as of December 11, 2012, with the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement");

WHEREAS, in connection with the Loan and Security Agreement, the Grantor entered into that certain Intellectual Property Security Agreement, dated as of October 31, 2014, with the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), pursuant to which the Grantor granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks identified in Exhibit A and the Patents identified in Exhibit B attached hereto and made a part hereof, together with the goodwill associated therewith or symbolized thereby and all other assets, rights, interests that uniquely reflect or embody such goodwill, and all proceeds thereof (the "Intellectual Property Collateral"), to secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the obligations of the Grantor under the Loan and Security Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on November 20, 2014, at Reel 5400, Frame 0255, and on November 12, 2014, at Reel 34159, Frame 907; and

WHEREAS, on September 29, 2015, the Grantor paid all outstanding amounts owing under the Loan and Security Agreement and the other financing documents executed in connection therewith and all security interests and other liens of every type (including, without limitation, all security interests in the Intellectual Property Collateral) at any time granted to or held by the Secured Party were terminated and automatically released;

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

- 1. <u>Release of Security Interest</u>. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Intellectual Property Collateral granted by the Grantor under the Loan and Security Agreement and/or the Intellectual Property Security Agreement.
- 2. <u>Recordation of Release</u>. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

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- 3. <u>Further Actions</u>. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, <u>provided that</u> all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.
- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan and Security Agreement and/or the Intellectual Property Security Agreement, as applicable.

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IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed effective as of the Release Date.

SILICON VALLEY BANK

Name Trefor Bacon

Title: Vice Pusident

# Exhibit A

# Trademarks

Grantor	Irademark	Registration Number	Registration Date	Jurtsdiction
Steelwedge Software, Inc.	PLAN. PERFORM. PROFIT	4437219	11/19/13	United States
Steelwedge Software, Inc.	ONE-CLICK PLANNING	4176099	7/17/12	United States
Steelwedge Software, Inc.	STEEL WEDGE	3856017	01/5/01	United States
Steelwedge Software, Inc.	STEELWEDGE	9219692	11/25/10	European Union
Steelwedge Software, Inc.	STEELWEDGE	1990185	7/10/10	India
Steelwedge Software, Inc.	STEELWEDGE	5561646	3/1/13	lapan

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# Exhibit B

# Patents

RECORDED: 04/06/2016

Filing Date Jurisdiction	0 United States	0 United States	United States	3 United States	3 United States	3 United States	3 United States	3 United States
FIR	10/27/10	11/22/10	\$/22/13	10/29/13	10/31/13	10/29/13	10/31/13	10/29/13
Application Number	12/912784	12/951080	13/899595	14/065450	14/067969	14/065445	14/067983	14/055444
Patent	Distributed computing to reduce a latency of data analysis of a sales and operations plan	Augmentation of a user participation of a sales and operations plan through an off the shelf spreadsheet application with a plug-in	Business enterprise sales and operations planning through a big data and big memory computational architecture	Chemical and natural resource supply chain advanced planning and forecasting through massively parallel processing of data using a distributed computing environment	Advanced planning in a rapidly changing high technology electronics and computer industry through massively parallel processing of data using a distributed computing environment	Retail and downstream supply chain optimization through massively parallel processing of data using a distributed computing environment	Automotive manufacturing optimization through advanced planning and forecasting through massively parallel processing of data using a distributed computing environment	Geospatially relevant supply chain optimization through a networked mobile device that leverages a distributed computing environment
Grantor	Steelwedge Software, Inc.	Steelwedge Software, Inc.	Steefwedge Soffware, Inc.	Steelwedge Software, Inc.	Steelwedge Software, Inc.	Steelwedge Software, Inc.	Steelwedge Software, Inc.	Steelwedge Software, Inc.

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