

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384795

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Termination Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC		05/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CALYPSO TECHNOLOGY, INC.		
Street Address:	595 Market Street		
Internal Address:	Suite 1800		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2769418	CALYPSO	
Registration Number:	3537122	CODEFARM	
Registration Number:	3385472	GALAPAGOS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	73896.00124		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	05/18/2016		
Total Attachments: 9			
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TRADEMARK SECURITY INTEREST TERMINATION AGREEMENT

This Trademark Security Interest Termination Agreement ("**Agreement**") is entered into as of **May 6, 2016**, by and between CALYPSO TECHNOLOGY INC., a Delaware corporation ("**Calypso**") and WELLS FARGO CAPITAL FINANCE, LLC, ("**WFCF**") a Delaware limited liability company.

RECITALS:

A. Calypso and WFCF are parties to the Trademark Security Agreement dated October 11, 2011, a copy of which is attached hereto as **Attachment A** ("**Trademark Security Agreement**").

B. Calypso and WFCF desire to concurrently enter into this Agreement in order to terminate the Trademark Security Agreement and to release one another from their respective obligations thereunder.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the conditions and the covenants hereinafter contained, and for other consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Calypso and WFCF agree as follows:

1. **Termination of Trademark Security Agreement.** Calypso and WFCF agree that the Trademark Security Agreement shall terminate and be of no further force or effect as of 11:59 p.m. (Pacific time) on May 6, 2016 (the "**Termination Date**").

2. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of California.


3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement. Signatures of the parties transmitted by tele-facsimile or electronic mail PDF format shall be deemed to constitute originals and may be relied upon, for all purposes, as binding the transmitting party hereto.

4. **Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective legal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Agreement as of the day and year first above written.

Calypso Technology, Inc.

By: 
Name: Theresa Jennings
Title: CFO

Approved To
Legal Dept
Date: RDF/KP Date

Wells Fargo Capital Finance, LLC

By: 
Name: Reid Landers
Title: Vice President

ATTACHMENT A

[ATTACH TRADEMARK SECURITY AGREEMENT DATED OCTOBER 11, 2011.]

ATTACHMENT A.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of October, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 14, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Calypso Technology, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 14, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CALYPSO TECHNOLOGY, INC.,
a Delaware corporation

By: *[Signature]*
Name: Mark Robinson
Title: CEO

RM 10/13/11

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 

Name: David R. Brooks

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005795 FRAME: 0170

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Calypso Technology, Inc.	Australia	CALYPSO	1257703	18-Aug-2008
Calypso Technology, Inc.	Brazil	CALYPSO	829956310	23-Nov-2010
Calypso Technology, Inc.	Brazil	CALYPSO	829956298	10-Sep-2008
Calypso Technology, Inc.	China (People's Republic)	CALYPSO	6343605	26-Oct-2007
Calypso Technology, Inc.	European Community	CALYPSO	2627503	20-Aug-2003
Calypso Technology, Inc.	Hong Kong	CALYPSO	300970173	19-May-2008
Calypso Technology, Inc.	India	CALYPSO	1619143	06-Nov-2007
Calypso Technology, Inc.	Japan	CALYPSO	4763795	16-Apr-2004
Calypso Technology, Inc.	Russian Federation	CALYPSO	2011709625	31-Mar-2011
Calypso Technology, Inc.	Singapore	CALYPSO	T08/11133G	15-Aug-2008
Calypso Technology, Inc.	South Africa	CALYPSO	2008/19022	18-Aug-2008
Calypso Technology, Inc.	South Africa	CALYPSO	2008/19021	14-Aug-2008
Calypso Technology, Inc.	United Arab Emirates	CALYPSO	128061	09-Apr-2009
Calypso Technology, Inc.	United Arab Emirates	CALYPSO	128062	09-Apr-2009
Calypso Technology, Inc.	United States of America	CALYPSO	2769418	30-Sep-2003
Calypso Technology, Inc.	United States of America	CODEFARM	3537122	25-Nov-2008
Calypso Technology, Inc.	United States of America	GALAPAGOS	3385472	19-Feb-2008