

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Release		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		06/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DOUBLE-TAKE SOFTWARE, INC.		
Street Address:	8470 ALLISON POINTE DRIVE, SUITE 300		
City:	INDIANAPOLIS		
State/Country:	INDIANA		
Postal Code:	46250		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2020810	DOUBLE-TAKE	
Registration Number:	3460569	DOUBLE TAKE	
Registration Number:	3776093	DOUBLE-TAKE AVAILABILITY	
Registration Number:	3769064	DOUBLE-TAKE BACKUP	
Registration Number:	3700880	DOUBLE-TAKE CARGO	
Registration Number:	3736855	DOUBLE-TAKE FLEX	
Registration Number:	3282774	DOUBLE-TAKE FOR VIRTUAL SYSTEMS	
Registration Number:	3736938	DOUBLE-TAKE MOVE	
Registration Number:	3287143	DOUBLE-TAKE SHADOWCASTER	
Registration Number:	2752707	GEOCLUSTER	
Registration Number:	3732363	LIVEWIRE	
Registration Number:	3674320	LIVEWIRE	
Registration Number:	2066485	NSI	
Registration Number:	2245666	NSI SOFTWARE	
Registration Number:	3602144	SANFLY	
Registration Number:	3674321	SANFLY	
Serial Number:	77942540	DOUBLE-TAKE CLOUD	
Serial Number:	77953201	DOUBLE-TAKE CLOUD	
TRADEMARK			

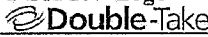


OP \$490.00 2020810

Property Type	Number	Word Mark
Serial Number:	77222191	ZERO DATA LOSS
CORRESPONDENCE DATA		
Fax Number:	8668265420	
	<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:	301-638-0511	
Email:	ipresearchplus@comcast.net	
Correspondent Name:	IP Research Plus, Inc.	
Address Line 1:	21 Tadcaster Circle	
Address Line 2:	attn: Penelope J.A. Agodoa	
Address Line 4:	Waldorf, MARYLAND 20602	
ATTORNEY DOCKET NUMBER:	INS1-41228	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
SIGNATURE:	/pja/	
DATE SIGNED:	06/22/2016	
Total Attachments: 4 source=41228#page1.tif source=41228#page2.tif source=41228#page3.tif source=41228#page4.tif		

SCHEDULE 1

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Double-Take Software, Inc.	2020810	DOUBLE-TAKE
Double-Take Software, Inc.	3460569	DOUBLE-TAKE & DESIGN Logo 
Double-Take Software, Inc.	3,776,093	DOUBLE-TAKE AVAILABILITY
Double-Take Software, Inc.	3769064	DOUBLE-TAKE BACKUP
Double-Take Software, Inc.	3700880	DOUBLE-TAKE CARGO
Double-Take Software, Inc.	3736855	DOUBLE-TAKE FLEX
Double-Take Software, Inc.	3282774	DOUBLE-TAKE FOR VIRTUAL SYSTEMS
Double-Take Software, Inc.	3736938	DOUBLE-TAKE MOVE
Double-Take Software, Inc.	3287143	DOUBLE-TAKE SHADOWCASTER
Double-Take Software, Inc.	2,752,707	GEOCLUSTER
Double-Take Software, Inc.	3732363	LIVEWIRE
Double-Take Software, Inc.	3,674,320	LIVEWIRE Logo 
Double-Take Software, Inc.	2066485	NSI
Double-Take Software, Inc.	2,245,666	NSI SOFTWARE & DESIGN Logo 
Double-Take Software, Inc.	3602144	SANFLY
Double-Take Software, Inc.	3,674,321	SANFLY Logo

United States Trademark Applications:

OWNER	TITLE	APPLICATION NUMBER
Double-Take Software, Inc.	77/942540	DOUBLE-TAKE CLOUD
Double-Take Software, Inc.	77/953201	DOUBLE-TAKE CLOUD Logo
Double-Take Software, Inc.	77222191	ZERO DATA LOSS

SECOND LIEN TRADEMARK SECURITY AGREEMENT RELEASE

This Second Lien Trademark Security Agreement Release (this "**Release**") is made effective as of June 15, 2016, by Jefferies Finance LLC, as collateral agent (in such capacity, the "**Collateral Agent**") in favor of Double-Take Software, Inc., a Delaware corporation (the "**Pledgor**").

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent, pursuant to which the Pledgor entered into that certain Trademark Security Agreement, dated as of March 31, 2011 (the "**Trademark Security Agreement**") whereby the Pledgor granted to the Collateral Agent a security interest in and to certain intellectual property of the Pledgor;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on April 7, 2011 at Reel 4517 and Frame 0391; and

WHEREAS, in accordance with the provisions of the Security Agreement and the Trademark Security Agreement, the Collateral Agent now desires to release its security interest in and to the Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its security interest in, and reassigns to the Pledgor all right, title and interest to (i) the Trademarks of the Pledgor, including the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, (ii) all Goodwill associated with such Trademarks and (iii) all Proceeds of any of the foregoing (collectively, the "**Trademark Collateral**").

SECTION 3. Recordation. The Collateral Agent authorizes and requests the Commissioner of Trademarks and any other applicable government officer record this Release.


SECTION 4. Governing Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: J. Paul McDonnell
Title: Managing Director





Second Lien Trademark Security Agreement Release

TRADEMARK
REEL: 005818 FRAME: 0928


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