# CH \$140.00 3028

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425999

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/02/2017	Corporation: CALIFORNIA

# **RECEIVING PARTY DATA**

Name:	Crownpeak Technology, Inc.	
Street Address:	5880 W. Jefferson Avenue	
Internal Address:	Suite G	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90016	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3028518	CROWNPEAK
Registration Number:	3045497	MANAGE CONTENT NOT TECHNOLOGY
Registration Number:	4005140	CROWNPEAK WEB CONTENT OPTIMIZER
Registration Number:	3936054	WEB CONTENT OPTIMIZER
Registration Number:	4005141	ENSURING YOUR WEB CONTENT SUCCESS

### CORRESPONDENCE DATA

900404599

**Fax Number:** 4043659532

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:** 4042337000

Email: etillman@mmmlaw.com

Correspondent Name: Morris, Manning & Martin, LLP
Address Line 1: 3343 Peachtree Road NE
Address Line 2: 1600 Atlanta Financial Center
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER:	30817-115784
NAME OF CURMITTER.	D. Loo Ctrooburs

NAME OF SUBMITTER: R. Lee Strasburger, Jr.

SIGNATURE: /R. Lee Strasburger, Jr./
DATE SIGNED: 05/03/2017

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TRADEMARK REEL: 006051 FRAME: 0108

# **Total Attachments: 2**

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TRADEMARK
REEL: 006051 FRAME: 0109



May 2, 2017

Crownpeak Technology Attn: Tim Vollman 5880 West Jefferson Blvd., Suite G Los Angeles, CA 90016

Re: Confirmation of Repayment

We refer to the Amended and Restated Loan and Security Agreement dated as of June 13, 2011 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Crownpeak Technology, a California Corporation ("Borrower") and Silicon Valley Bank ("Bank").

Bank acknowledges (i) receipt of payment in full in cash of all indebtedness and obligations owed by Borrower to Bank under the Loan Agreement and any other related loan and collateral security documents (collectively, the "Loan Documents"); (ii) that all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement are terminated; (iii) that all security interests and other liens of every type at any time granted to or held by Bank as security for such indebtedness are terminated; and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by Bank shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by Bank, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by Bank, and this letter shall in no way impair the claims of Bank with respect to the revived Obligations.

Bank shall deliver to Borrower notices to terminate any deposit or securities account control agreements relating to the any assets in which Borrower has pledged a security interest to Bank to secure the obligations arising under the Loan Documents. Bank authorizes Borrower to (i) prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests with respect to (1) Borrower and any of Borrower's property or assets and (2) any third party that guarantied the Obligations or provided collateral security therefore and any of its property or assets, and (ii) deliver such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest to third parties. Any agreements, documents, and instruments which are requested by Borrower to be prepared by Bank to evidence the release of Bank's security interest in any of Borrower's or any third party's property or assets shall be prepared at no cost or expense to Bank; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand. Borrower hereby waives any and all claims and releases Bank and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and representatives and

TRADEMARK
REEL: 006051 FRAME: 0110

agents harmless from all claims, liabilities, damages, fees, costs and expenses associated with, caused by, or arising from Bank's preparation of any the aforementioned documents.

This letter agreement shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: Ashley Fairon
Title: Vice President

Acknowledged by:
Borrower:
Crownpeak Technology
By:
Name: