

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM436742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silver Lake Waterman Fund, L.P.		07/26/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Axcient, Inc.		
<b>Street Address:</b>	1161 San Antonio Road		
<b>City:</b>	Mountain View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94043		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3882532	AXCIENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159472099		
<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>			
<b>Phone:</b>	4159472000		
<b>Email:</b>	qlu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, C/O QUI LU, SENIOR PARALEGAL		
<b>Address Line 1:</b>	ONE MARKET, SPEAR TOWER, SUITE 3300		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	43628.022		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/Qui Lu/		
<b>DATE SIGNED:</b>	07/26/2017		
<b>Total Attachments: 8</b>			
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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of July 26, 2017, is executed by **SILVER LAKE WATERMAN FUND, L.P.**, a Delaware limited partnership ("Secured Party"), and in favor of **AXCIENT, INC.**, a Delaware corporation ("Borrower"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

**RECITALS**

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of May 30, 2017 (the "Security Agreement"), executed by Borrower in favor of Secured Party, Borrower granted to Secured Party a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on June 2, 2017, at Reel/Frame 042577/0901, to evidence the security interest granted under the Security Agreement.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 2, 2017, at Reel/Frame 6076/0109, to evidence the security interest granted under the Security Agreement.

D. Secured Party agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

**AGREEMENT**

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

(a) Secured Party expressly terminates and releases all of Secured Party's right, title and interest in, to and under the following (collectively, the "IP Collateral"):

(i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Borrower now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(v) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

(b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.

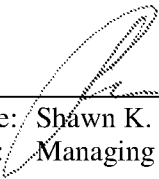
(c) Secured Party authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

**SILVER LAKE WATERMAN FUND, L.P.,  
as an agent and as a lender**

**By: Silver Lake Technology Associates  
Waterman, L.L.C., its General Partner**



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Name: Shawn K. O'Neill  
Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Restoring a File	8,924,360	12/30/2014
Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System	9,235,474	01/12/2016
SYSTEMS AND METHODS FOR RESTORING A FILE	8,886,611	11/11/2014
Systems, Methods, and Media for Synthesizing Views of File System Backups	8,589,350	11/19/2013
CLOUD-BASED VIRTUAL MACHINES AND OFFICES	8,954,544	02/10/2015
FILE SYSTEM VIRTUALIZATION	13/633,695	10/02/2012
EFFICIENT FILE REPLICATION	13/671,498	11/07/2012
Protection Status Determinations For Computing Devices	9,397,907	07/19/2016
SYSTEMS AND METHODS FOR PROVIDING EFFICIENT AND FOCUSED VISUALIZATION OF DATA	9,292,153	03/22/2016
Cloud Storage Using Merkle Trees	9,705,730	12/15/2015
SYSTEMS, METHODS, AND MEDIA FOR SYNTHESIZING VIEWS OF FILE SYSTEM BACKUPS	9,213,607	12/15/2015
SYSTEMS AND METHODS FOR RESTORING A FILE	14/522,527	10/23/2014
SYSTEMS AND METHODS FOR RESTORING A FILE	9,104,621	08/11/2015
CLOUD-BASED VIRTUAL MACHINES AND OFFICES	9,559,903	01/31/2017
Distributed and Deduplicating Data Storage System and Methods of Use	14/864,850	09/24/2015
Systems and Methods for Providing Efficient and Focused Visualization of Data	14/929,335	10/31/2015
Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System	14/929,336	10/31/2015
EFFICIENT FILE REPLICATION	14/970,480	12/15/2015

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cloud-Based Virtual Machines and Offices	14/971,832	12/16/2015
PROTECTION STATUS DETERMINATIONS FOR COMPUTING DEVICES	14/977,581	12/21/2015
CLOUD STORAGE USING MERKLE TREES	14/977,607	12/21/2015
COMPUTING DEVICE REPLICATION USING FILE SYSTEM CHANGE DETECTION METHODS AND SYSTEMS	14/977,614	12/21/2015
Protection Status Determinations for Computing Devices	15/019,951	02/09/2016
Cloud-Based Virtual Machines and Offices	15/360,836	11/23/2016



EXHIBIT C

**Trademarks**

<u>Mark</u>	<u>Filing Date</u>	<u>Reg #</u>
Axcient	3/10/10	3882532

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.