

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451851

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5369/0346
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OAKTREE FUND ADMINISTRATION, LLC (as successor to FIFTH STREET MANAGEMENT LLC)		11/21/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	eEye Inc.
Street Address:	5090 40th Street, Suite 400
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85018
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2402005	RETINA
Registration Number:	2484500	EEYE
Registration Number:	2632843	IRIS
Registration Number:	2707595	BLINK
Registration Number:	2895197	REM
Registration Number:	3102116	EEYE DIGITAL SECURITY
Registration Number:	3441573	NEIGHBORHOOD WATCH
Registration Number:	3481816	E
Registration Number:	3496774	EEYE PREVIEW

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com

Correspondent Name: Daniel c. pollick

TRADEMARK

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-279
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	11/21/2017

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), is made this 21st day of November, 2017, by OAKTREE FUND ADMINISTRATION, LLC (as successor to FIFTH STREET MANAGEMENT LLC), as Administrative Agent for the Lenders under the Credit Agreement (as defined below) (in such capacity, “Agent”) in favor of EEYE INC., a Delaware Corporation (the “Grantor”). All capitalized terms but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement or the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Agent and the Grantor are parties to that certain Credit Agreement, dated as September 25, 2014 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among Grantor, Beacon Acquisition Corp., a Delaware corporation (“Parent”), BeyondTrust Software, Inc. (“Software”), BT Software Holding Group, Inc., a Delaware corporation (“Holdings” and together with the Software, the “Borrowers”), the other Subsidiaries of Parent from time to time party thereto, the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to herein as the “Lenders”), and Agent;

WHEREAS, the Agent and the Grantor are parties to that certain Trademark Security Agreement, dated as of September 25, 2014, recorded with the United States Patent and Trademark Office at Trademark Reel 5369, Frame 00346 on September 26, 2014 (the “Trademark Security Agreement”), pursuant to which the Grantor unconditionally granted and pledged to the Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including those trademarks listed on Schedule I attached hereto (collectively, the “Released Collateral”); and

WHEREAS, the Loan has been paid in full and the Agent, on behalf of the Lenders, has agreed to terminate and release, without representation or warranty, its continuing security interest in, to and under the Released Collateral as provided in this Release.

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, the Agent, on behalf of the Lenders, hereby releases, without presentation or warranty, its continuing security interest in, to and under the Released Collateral and terminates the Trademark Security Agreement. The Agent acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. The Agent authorizes the Grantor or the Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office and other applicable registry at the sole expense of the Grantor.

This Release is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

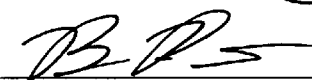
[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

OAKTREE FUND ADMINISTRATION, LLC


By: Oaktree Capital Management, L.P.
Its: Managing Member

By: 
Name: **Martin Boskovich**
Title: **Managing Director**

By: 
Name: **Brian Price**
Title: **Vice President**

SCHEDULE I

Trademark Registrations/Applications

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
RETINA		2,402,005 (11/07/00)	eEye, Inc.
EEYE		2,484,500 (09/04/01)	eEye, Inc.
IRIS		2,632,843 (10/08/02)	eEye, Inc.
BLINK		2,707,595 (04/15/03)	eEye, Inc.
REM		2,895,197 (10/19/04)	eEye, Inc.
EYE DIGITAL SECURITY		3,102,116 (06/06/06)	eEye, Inc.
NEIGHBORHOOD WATCH		3,441,573 (06/03/08)	eEye, Inc.
E 		3,481,816 (08/05/08)	eEye, Inc.
EEYE PREVIEW		3,496,774 (09/02/08)	eEye, Inc.
RETINA Registered in: EU, Switzerland (Pending in Australia, Colombia*, Japan*, Mexico, Singapore,) (Madrid Protocol)		1,168,143 (06/13/13)	eEye, Inc.
RETINA (Australia) (Madrid Protocol: Pending)		1,168,143 (06/13/13)	eEye, Inc.
EEYE (Canada)		TMA650,878 (10/20/05)	eEye, Inc.
RETINA	1655819		eEye, Inc.

(Canada)	(12/11/13)		
RETINA (Colombia) (Madrid Protocol: Pending)		1,168,143 (06/13/13)	eEye, Inc.
RETINA (European Union) (Madrid Protocol: Pending)		1,168,143 (06/13/13)	eEye, Inc.
RETINA (India)	2548095 (06/13/13)		eEye, Inc.
RETINA (Japan) (Madrid Protocol)		1,168,143 (06/13/13)	eEye, Inc.
EEYE (Mexico)		774851 (01/23/03)	eEye, Inc.
RETINA (Mexico) (Madrid Protocol: Pending)		1,168,143 (06/13/13)	eEye, Inc.
RETINA (Singapore) (Madrid Protocol)		1,168,143 (06/13/13)	eEye, Inc.
RETINA (South Africa)	2013/16906 (06/25/13)		eEye, Inc.
RETINA (Switzerland) (Madrid Protocol)		1,168,143 (06/13/13)	eEye, Inc.