

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Specified Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A. (as successor agent to Bank of America, N.A.)		06/01/2018	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Micro Focus Software, Inc.		
<b>Street Address:</b>	705 5th Avenue S., Suite 1100		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98104		
<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>	2357817	NEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	06/07/2018		
<b>Total Attachments: 5</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMorgan Chase Bank, N.A. (as successor agent to Bank of America, N.A.)

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 1, 2018

- Assignment
- Security Agreement
- Other Release of Security Interest in Specified Trademarks
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Micro Focus Software, Inc.

Street Address: 705 5th Avenue S., Suite 1100

City: Seattle

State: WA

Country: USA Zip: 98104

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-DE
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

2357817

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

June 7, 2018  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 1, 2018 (the "Effective Date"), is made by and JPMorgan Chase Bank, N.A. (as successor agent to Bank of America, N.A.), in its capacity as collateral agent (in such capacity, the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of November 20, 2014, by and among the Agent (as successor agent to Bank of America, N.A.), the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor and certain other parties executed and delivered a Trademark Security Agreement, dated as of November 20, 2014 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 13, 2015 at Reel/Frame 5516/0221 and the Trademark Notice of Succession of Agency was recorded with the United States Patent and Trademark Office on May 2, 2017 at Reel/Frame 6047/0041;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement and all Trademark Collateral with respect thereto (collectively, the "Released Trademark Collateral"). If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMorgan Chase Bank, N.A., acting in its  
capacity as agent for the Lenders**

By: F. Mustafa

Name: Authorised Signatory  
Title: Fatma Mustafa  
Vice President

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JPMorgan Chase Bank, N.A., acting in its  
capacity as agent for the Lenders**

By: \_\_\_\_\_

Name:

Title:

**GRANTOR:  
MICRO FOCUS SOFTWARE, INC.**

By: Shelley Hall \_\_\_\_\_

Name: Shelley Hall

Title: Secretary

**Schedule A**

United States Trademark Registrations and Trademark Applications

<b>Owner</b>	<b>Trademark</b>	<b>Appl. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
Nest Labs, Inc. (assigned from Micro Focus Software Inc. formerly known as Novell, Inc.)	NEST	74518434 04/29/1994	2357817 06/13/2000