378366

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505347

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		01/07/2019	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Black Box Corporation
Street Address:	222 West Las Colinas Blvd., Suite 200 North
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: DELAWARE
Name:	Black Box Corporation of Pennsylvania
Street Address:	1000 Park Drive
City:	Lawrence
State/Country:	PENNSYLVANIA
Postal Code:	15055
Entity Type:	Corporation: DELAWARE
Name:	Norstan Communicaions, Inc.
Street Address:	1000 Park Drive
City:	Lawrence
State/Country:	PENNSYLVANIA
Postal Code:	15055
Entity Type:	Corporation: MINNESOTA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5378366	ICOMPEL
Registration Number:	5384447	CONTROLBRIDGE
Registration Number:	5369412	COALESCE
Registration Number:	5340647	BMIGRATE

CORRESPONDENCE DATA

Fax Number: 7044441111

TRADEMARK

900480981 REEL: 006521 FRAME: 0456

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: 704-444-1124

Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt

SIGNATURE: /Elaine B. Hunt/

DATE SIGNED: 01/10/2019

Total Attachments: 8
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Release of Intellectual Property Security Interest

This Release of Intellectual Property Security Interest ("Release") is made and effective as of January 7, 2019 by PNC Bank, National Association, as administrative agent and collateral agent (in such capacity, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referenced below (the "Lenders")), in favor of the Grantors (as defined in the Master Security Agreement referenced below (collectively, the "Grantors")), and their successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated May 9, 2016, by and among Black Box Corporation, a Delaware corporation (the "Borrower"), the Guarantors (as defined therein), the Lenders, and the Administrative Agent (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), the Grantors executed and delivered to the Administrative Agent (i) that certain Security Agreement, dated May 9, 2016, by the Borrower and each Guarantor party thereto as a Grantor in favor of the Administrative Agent for its benefit and the benefit of the Lenders (as amended, modified, supplemented or restated from time to time, the "Master Security Agreement"), and (ii) that certain Patent, Trademark and Copyright Security Agreement, dated May 9, 2016, by and among the Grantor(s) and the Administrative Agent for its benefit and the benefit of the Lenders (as supplemented by that certain Notice of Security Interest U.S. Patents, dated May 9, 2016 ("Patent Notice"), that certain Notice of Security Interest U.S. Trademarks, dated May 9, 2016 ("Trademarks Notice"), that certain Supplement to Patent, Trademark and Copyright Security Agreement, dated June 29, 2018 ("2018 Supplement"), and as further amended, modified, supplemented or restated from time to time, the "IP Security Agreement" and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the Patent Notice was recorded with the United States Patent and Trademark Office at Reel 038646, Frame 0673 on May 19, 2016, the Trademarks Notice was recorded with the United States Patent and Trademark Office at Reel 005796, Frame 0880 on May 19, 2016, and the 2018 Supplement was recorded with (i) the United States Patent and Trademark Office at Reel 006370, Frame 0400 on July 3, 2018 and (ii) the United States Copyright Office on August 1, 2018; and

WHEREAS, the Grantors have requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantors of any and all right, title and interest the Administrative Agent and the Lenders may have in the IP Collateral pursuant to the Security Agreements.

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

1. <u>Release of Security Interest</u>. Administrative Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant

to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

- (a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in <u>Schedule 1</u> hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");
- (b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in <u>Schedule 2</u> hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");
- (c) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in <u>Schedule 3</u> hereto, and all extensions and renewals thereof ("**Copyrights**");
- (d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, Trademark or Copyright;
- (f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Administrative Agent agrees to take all reasonable further actions, and provide to the Grantors and their successors, assigns and legal representatives all such reasonable cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Recordation</u>. Administrative Agent authorizes the Borrower and its respective designees, on behalf of itself and the other Grantors, to record this Release with the United States

Copyright Office, the United States Patent and Trademark Office, or any other applicable governmental authority at the Borrower's expense.

4. <u>Governing Law</u>. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

PNC BANK, NATIONAL ASSOCIATION

as Administrative Agent

By:

Name: Christopher B. Gribble

Title: Senior Vice President

SCHEDULE 1

PATENTS

<u>Patents</u>

United States II	United States L	United States V	Jurisdiction
Individualization of migration between telephony systems	United States Low Profile Bicone Antenna	Device For Coupling Radio Frequency Energy From Various Transmission Lines Using Variable Impedance Transmission Lines	Title
9,930,428	7,408,521	6,771,143	Patent Number
March 27, 2018	August 5, 2008	August 3, 2004	Issue Date
March 27, 2018 NORSTAN COMMUNICATIONS, INC.	August 5, 2008 NORSTAN COMMUNICATIONS, INC.	August 3, 2004 NORSTAN COMMUNICATIONS, INC.	Record Owner

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Officer States	Cilited States Low Florite Dicone Antenna	7,400,321	August 3, 2006	NORSTAIN COMMONICATIONS, INC.
United States	Individualization of migration between telephony systems	9,930,428	March 27, 2018	NORSTAN COMMUNICATIONS, INC.
Patent Applications	<u>ons</u>			
Jurisdiction	Title	Application Serial Number	Filing Date	Record Owner
United States	Individualization of migration between telephony systems	15/138,334	April 26, 2016	April 26, 2016 NORSTAN COMMUNICATIONS, INC.

SCHEDULE 2

TRADEMARKS

Trademark Registrations

December 31, 2002 BB TECHNOLOGIES, INC.	es iCOMPEL es CONTROLBRIDGE es COALESCE es bMIGRATE	United States
S AIND DESIGN 2,669,871 December 31, 2002 2,636,340 October 15, 2002 2,636,336 October 15, 2002 2,862,019 July 13, 2004 3,741,425 January 19, 2010 2,727,815 June 17, 2003 2,459,160 June 12, 2002 2,519,217 December 18, 2001 5,378,366 January 23, 2018 5,369,412 January 2, 2018		Office States
S AIND DESIGN 2,669,871 December 31, 2002 2,636,340 October 15, 2002 2,636,336 October 15, 2002 2,862,019 July 13, 2004 3,747,265 May 10, 2005 3,741,425 January 19, 2010 3,741,427 January 14, 2003 2,674,527 January 17, 2003 2,727,815 June 17, 2003 2,459,160 June 12, 2002 COM 2,524,455 January 1, 2002 2,519,217 December 18, 2001 5,378,366 January 16, 2018 5,384,447 January 23, 2018		Thitad Ctates
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2,636,340 October 15, 2002 2,636,336 October 15, 2002	es BOX DESIGN	United States
2,636,340 October 15, 2002	es GIGATRUE	United States
2,669,8/1 December 31, 2002	es GIGABASE	United States
2 (() 2 2 2 2 2	es CERTIFICATION PLUS AND DESIGN	United States
2,343,644 April 18, 2000 BB TECHNOLOGIES, INC.	es CAT5E	United States
2,147,452 March 31, 1998 BB TECHNOLOGIES, INC.	es BOX DESIGN	United States
June 8, 1999	es BLACK BOX	United States
2,314,738 February 1, 2000 BB TECHNOLOGIES, INC.	es BOX DESIGN	United States
BOX DESIGN 2,306,303 January 4, 2000 BB TECHNOLOGIES, INC.	BLACK BOX &	United States
January 18, 2000	es BLACK BOX	United States
8	es BLACK BOX	United States
1,095,108 July 4, 1978 BB TECHNOLOGIES, INC.	es BOX DESIGN	United States
X DESIGN 1,343,851 June 25, 1985 BB TECHNOLOGIES, INC.	es BLACK BOX & BOX DESIGN	United States
July 4, 1978		United States
,	es BOX DESIGN	United States
rk Number Registration Date Record Owner	n Mark	Jurisdiction

rademark Application

United States	Jurisdiction
SELECT SERVER	Mark
86/850,012	Application Serial Number
December 15, 2015	Filing Date
BB TECHNOLOGIES, INC.	Record Owner

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

-	20020022	System 3X catalog: solutions guide for the LB M system	United States
BLACK BOX CORPORATION	CSN0080081	Modem catalog: a complete reference and buyer's guide to modems	United States
BLACK BOX CORPORATION	CSN0130572	Knowledge Box: expert insight into the world of technology	United States
BLACK BOX CORPORATION	TX0004258849	Knowledge Box	United States
BLACK BOX CORPORATION	CSN0078762	Black Box Cable Catalog	United States
BLACK BOX CORPORATION	CSN0086012	Special products: catalog / from Black Box Corporation	United States
BLACK BOX CORPORATION	CSN0079841	LAN Connections	United States
BLACK BOX CORPORATION	CSN0082538	LAN Catalog: a publication of Black Box Corporation.	United States
BLACK BOX CORPORATION	CSN0076961	LAN Catalog	United States
BLACK BOX CORPORATION	CSN0130572	Knowledge Box : expert insight into the world of technology.	United States
BLACK BOX CORPORATION	TX0003344565	Intelligent connections	United States
BLACK BOX CORPORATION	TX0004665873	Guide to local and remote communications	United States
BLACK BOX CORPORATION	TX0004666876	Guide to cable properties / editor, Mark Kenny	United States
BLACK BOX CORPORATION	TX0002722736	CAP program: LL0005G1.ASM	United States
er Record Owner	Copyright Number	Title	Jurisdiction

TRADEMARK REEL: 006521 FRAME: 0465

RECORDED: 01/10/2019