# OP \$365.00 318591

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM510906

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Varagon Capital Partners Agent, LLC, as Administrative Agent		02/20/2019	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	AR Intermediate, LLC		
Street Address:	338 Pier Avenue		
Internal Address:	Attn: Secretary		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	AR Midco, LLC		
Street Address:	338 Pier Avenue		
Internal Address:	Attn: Secretary		
City:	Hermosa Beach		
State/Country:	CALIFORNIA		
Postal Code:	90254		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	AppRiver, LLC		
Street Address:	1101 Gulf Breeze Pkwy		
Internal Address:	Suite 200, Attn: Kevin Hatch		
City:	Gulf Breeze		
State/Country:	FLORIDA		
Postal Code:	32561		
Entity Type:	Limited Liability Company: FLORIDA		

#### **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	3185913	APPRIVER
Registration Number:	3939734	SPAMLAB
Registration Number:	3945287	CIPHERPOST

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Property Type	Number	Word Mark
Registration Number:	4022472	EASY, EFFECTIVE, AFFORDABLE
Registration Number:	4120510	SECURING THE SMB
Registration Number:	4019353	SECURETIDE
Registration Number:	4019380	SECURESURF
Registration Number:	4085371	EMAIL & WEB SECURITY EXPERTS
Registration Number:	4090289	MESSAGE SNIFFER
Registration Number:	4178172	PHENOMENAL CARE
Registration Number:	4225621	CIPHERPOST PRO
Registration Number:	3915282	THE MESSAGING EXPERTS
Serial Number:	87359710	APPMAILER
Serial Number:	87565208	NAUTICAL

#### **CORRESPONDENCE DATA**

**Fax Number:** 4045818330

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:** 404-581-8275

Email:srbrown@jonesday.comCorrespondent Name:Sidney R. Brown, Jones DayAddress Line 1:1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	02/20/2019

#### **Total Attachments: 4**

source=AR Midco, AR Intermediate, AppRiver - Varagon - Trademarks Release of Security Interest#page1.tif source=AR Midco, AR Intermediate, AppRiver - Varagon - Trademarks Release of Security Interest#page2.tif source=AR Midco, AR Intermediate, AppRiver - Varagon - Trademarks Release of Security Interest#page3.tif source=AR Midco, AR Intermediate, AppRiver - Varagon - Trademarks Release of Security Interest#page4.tif

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### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Date: February 20, 2019

WHEREAS, AR Intermediate, LLC, AR Midco, LLC and AppRiver, LLC (each, a "Grantor" and collectively, the "Grantors"), granted a security interest in and lien upon all of each Grantor's right, title and interest in, to and under any and all of the IP Collateral (as defined in the Intellectual Property Security Agreement referred to below) to Varagon Capital Partners Agent, LLC, as administrative agent and collateral agent for the benefit of the Secured Parties under the Security Agreement (as defined below) (in such capacity, the "Administrative Agent") as set forth in the Intellectual Property Security Agreement, dated as of October 5, 2017, by and between the Grantors and the Administrative Agent (the "Intellectual Property Security Agreement"), and that certain Guarantee and Collateral Agreement, dated as of October 5, 2017, by and among the Grantors, the other grantors from time to time party thereto and the Administrative Agent (as subsequently amended, restated or otherwise modified from time to time the "Security Agreement" and, together with the Intellectual Property Security Agreement, the "Security Agreements");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Copyright Office with respect to Copyright Collateral (as defined in the Intellectual Property Security Agreement) on October 10, 2017 at Volume/Doc. No. 9943/043;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office with respect to Trademark Collateral (as defined in the Intellectual Property Security Agreement) on October 5, 2017 at Reel/Frame 006176/0596;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office with respect to Patent Collateral (as defined in the Intellectual Property Security Agreement) on October 5, 2017 at Reel/Frame 043804/0300;

WHEREAS, the Grantors have requested that the Administrative Agent release and reassign its security interest in the Copyright Collateral, including the registered copyrights and pending applications for copyrights more fully identified in Schedule 1 annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the "Released Copyrights");

WHEREAS, the Grantors have requested that the Administrative Agent release and reassign its security interest in the Trademark Collateral, including the registered trademarks and pending applications for trademarks more fully identified in Schedule 2 annexed hereto and made a part hereof (including, without limitation, all goodwill associated therewith) (the "Released Trademarks"); and

WHEREAS, the Grantors have requested that the Administrative Agent release and reassign its security interest in the Patent Collateral, including the registered patents and pending applications for patents more fully identified in Schedule 3 annexed hereto and made a part hereof (the "Released Patents").

TRADEMARK REEL: 006568 FRAME: 0767 NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

- 1. Without recourse or representation or warranty, express or implied, of any kind or nature whatsoever, (a) the Administrative Agent hereby releases, relinquishes and discharges any and all liens and security interests in and to all of each Grantor's right, title and interest in, to and under (i) the Copyright Collateral, including, without limitation, the Released Copyrights, (ii) the Trademark Collateral, including, without limitation, the Released Patents, and (b) reassigns, regrants and reconveys to each Grantor any and all of Administrative Agent's right, title and interests (if any) in, to and under (i) the Copyright Collateral, including, without limitation, the Released Copyrights, (ii) the Trademark Collateral, including, without limitation, the Released Trademarks, and (iii) the Patent Collateral, including, without limitation, the Released Patents, in each case granted pursuant to the Security Agreements.
- 2. The Administrative Agent hereby (a) authorizes each Grantor or its authorized representatives to record this Release of Security Interest in Intellectual Property (the "Release") with the U.S. Copyright Office and the U.S. Patent and Trademark Office and (b) authorizes and requests that the U.S. Copyright Office and the U.S. Patent and Trademark Office note and record the existence of this Release hereby given, at each Grantor's sole cost and expense.

[Signature page follows]

TRADEMARK REEL: 006568 FRAME: 0768 IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Intellectual Property to be executed by its duly authorized officer as of the date first set forth above.

VARAGON CAPITAL PARTNERS AGENT, LLC, as Administrative Agent

By: Varagon Capital Partners, L.P., its sole

member

By:\_\_

Name: Title:

Zeshan Ashfaque

Managing Director

# Schedule 2

# TRADEMARKS

Proprietary Right	Jurisdiction	Application / Registration Date	Filing/ Registration#	Term
APPRIVER	U.S. Federal Trademark	19 Dec 2006	3,185,913	19 December 2026
SPAMLAB	U.S. Federal Trademark	5 Apr 2011	3,939.734	5 April 2021
CIPHERPOST	U.S. Federal Trademark	12 Apr 2011	3,945,287	12 April 2021
EASY, EFFECTIVE, AFFORDABLE	U.S. Federal Trademark	6 Sep 2011	4,022,472	6 September 2021
SECURING THE SMB	U.S. Federal Trademark	3 Apr 2012	4.120.510	Renewal pending examination and acceptance
SECURETIDE	U.S Federal Trademark	30 Aug 2011	4,019,353	30 August 2021
SECURESURF	US Federal Trademark	30 Aug 2011	4.019,380	Renewal pending examination and acceptance
EMAIL & WEB SECURITY EXPERTS	U.S Federal Trademark	10 Jan 2012	4.085,371	Renewal pending examination and acceptance
MESSAGE SNIFFER	U.S. Federal Trademark	24 Jan 2012	4,090,289	24 January 2022
PHENOMENAL CARE	U.S. Federal Trademark	24 Jul 2012	4.178.172	24 July 2017
CIPHERPOST PRO	US Federal Trademark	16 Oct 2012	4,225.621	16 October 2017
THE MESSAGING EXPERTS	U.S. Federal Trademark	01-Feb-2011	3.915.282	1 February 2021
APPMAILER	U.S. Federal Trademark	06-Mar-2017	87 359,710	and in an address of the control and containing and the term had they rely a benefit to the control and the co

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	NUMBER	U S Federal		07.565.200		ĺ
NAUTICAL	Trademark	August / 2017	87/000,208		l	

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**RECORDED: 02/21/2019**