

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent		04/05/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ALLEGRO DEVELOPMENT CORPORATION		
Street Address:	One Market Street, Steuart Tower, 23rd Floor		
Internal Address:	c/o Vector Capital Corporation		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556113	ALLEGRO	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	43463.00003		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	04/10/2019		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of April 5, 2019 (“Effective Date”), by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for each member of the Lender Group and the Bank Product Providers, as such terms are defined in the below defined Credit Agreement (together with its successors and assigns in such capacity, “Agent”), in favor of **ALLEGRO DEVELOPMENT CORPORATION**, a Delaware corporation (“Grantor”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 22, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **ALLEGRO HOLDINGS (CAYMAN), LTD.**, an exempted company incorporated with limited liability in the Cayman Islands (“Parent”), Grantor, the lender party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”) and Agent, and to that certain U.S. Guaranty and Security Agreement, dated as of July 22, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”), by and among **ALLEGRO MERGER SUB, INC.**, a Delaware corporation, Parent, and Agent;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, the Grantor and Agent entered into that certain Trademark Security Agreement, dated as of July 22, 2014, which was recorded with the United States Patent and Trademark Office on July 22, 2014, at Reel 5327, Frame 0766, (as amended, restated, supplemented, or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), whereby Grantor granted to Agent a security interest in all of Grantor’s right, title, and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement); and

WHEREAS, Agent now desires to release its security interest in the Trademark Collateral.

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

1. Agent hereby terminates, releases, and, discharges its security interest in the Trademark Collateral, and reassigns to Grantor all right, title, and interest of Agent in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

2. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts, in each case at the Borrower’s expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

3. Agent hereby authorizes and requests that the Commission of Trademarks and any other applicable governmental officer record this Release.

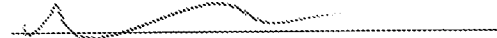
4. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

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

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

a national banking association, as Agent

By: 
Name: Nichol S. Stuart
Title: Director

SCHEDULE 1
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Allegro Development Corporation	United States	ALLEGRO	3,556,113	January 6, 2009