# CH \$190.00 4234340

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM547959

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement Recorded at Reel 6160, Frame 0514

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/01/2019	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Acquia Inc.
Street Address:	53 State Street, 10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4234340	ACQUIA
Registration Number:	1026419	V
Registration Number:	4532910	SITE FACTORY
Registration Number:	4793666	ACQUIA LIFT
Registration Number:	4793667	CONTEXTDB
Registration Number:	5352082	ACQUIA CLOUD CD
Registration Number:	5596714	ACQUIA JOURNEY

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1150177-0015-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/

TRADEMARK REEL: 006786 FRAME: 0967

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DATE SIGNED:	11/04/2019
Total Attachments: 4	
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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is granted as of November 1, 2019 by **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**") and **ACQUIA INC.**, a Delaware corporation, with its principal place of business located at 53 State Street, 10th Floor, Boston, Massachusetts 02109 ("**Grantor**").

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement, dated September 21, 2017 (the "Agreement"), granting to the Bank a security interest in all of its right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property Collateral, including, without limitation, the Trademarks (in each case, as such term is defined in the Agreement), notice of which was recorded with United States Patent and Trademark Office ("USPTO") on September 25, 2017, at Reel 6160, Frame 0514.

**WHEREAS**, Grantor has requested that Bank hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of its Intellectual Property Collateral as herein provided, including, without limitation, the Trademarks set forth on Schedule I hereto; and

**WHEREAS**, Grantor has requested that the Bank provide a document suitable for recording with the USPTO to evidence the release of the Bank's security interests in and liens on the Trademarks as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby:

- 1. expressly terminates the Agreement and releases, terminates and discharges fully all liens and security interests thereunder in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral and reassigns and conveys to the Grantor any and all right, title and interest that it may have pursuant to the Agreement in, to and under (i) the Intellectual Property Collateral, including, without limitation, those Trademarks identified in Schedule I hereto and (ii) all proceeds and products of the foregoing, including, without limitation, any and all claims for damages by way of past, present and future infringements, or injury to the good will associated with the foregoing;
- 2. authorizes and requests that this Termination and Release be recorded with the USPTO; and
- 3. agrees to provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, to execute any other documents) and take any further action that the Grantor may reasonably request to effect the intent and purpose of this Termination and Release; provided, that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

This Termination and Release shall be governed by, and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of law or choice of law principles (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

# SILICON VALLEY BANK

By: // )«/////	
Name: Kyan Aberdale	
Title: Vice President	

## SCHEDULE I TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

#### Trademarks

<u>Description</u>	Registration Number	Registration Date
ACQUIA	4234340	October 30, 2012
ACQUIA	1026419	February 4, 2014
ACQUIA	1343560 (IR 1026419) 1026419	June 15, 2010
ACQUIA	1026419	October 5, 2009
ACQUIA	1026419	January 17, 2013
ACQUIA	1026419	December 1, 2010
SITE FACTORY	4532910	May 20, 2014
ACQUIA LIFT	4793666	August 18, 2015
CONTEXTDB	4793667	August 18, 2015
ACQUJA CLOUD CD	5352082 (App. No. 87352486)	December 5, 2017 (App. Date February 28, 2017)
ACQUJA JOURNEY	5596714 (App. No. 87505199)	October 10, 2018 (App. Date June 26, 2017)

TRADEMARK
RECORDED: 11/04/2019 REEL: 006786 FRAME: 0972