# 8140.00 4517

ETAS ID: TM549360

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME

5999/0411

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		11/12/2019	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	TEGILE SYSTEMS, INC.
Street Address:	7999 GATEWAY BOULEVARD, SUITE 120
City:	NEWARK
State/Country:	CALIFORNIA
Postal Code:	94560
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4517223	TEGILE
Registration Number:	4477209	ZEBI
Registration Number:	4469407	MASS
Registration Number:	4692622	INTELLIFLASH
Serial Number:	87056990	INTELLIPAY

#### **CORRESPONDENCE DATA**

**Fax Number:** 6507393900

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:** 6507393939

Email: DebbieWu@JonesDay.com

Correspondent Name: JONES DAY
Address Line 1: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281-1047

ATTORNEY DOCKET NUMBER:	272214-610016
NAME OF SUBMITTER:	Debbie Wu
SIGNATURE:	/Debbie Wu/
DATE SIGNED:	11/13/2019

#### **Total Attachments: 7**

source=2019-11-12 EXECUTED Release of IP Security Agreement dated February 23, 2017 (SVB to Tegile)#page1.tif

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#### RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "<u>Release</u>"), is dated as of November 12, 2019, by **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 (the "<u>Bank</u>"), in favor of **TEGILE SYSTEMS, INC.** (the "<u>Grantor</u>").

#### WITNESSETH

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of February 23, 2017 (the "Security Agreement") made by Grantor in favor of Bank, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral of such Grantor (as defined below);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2017 at Reel/Frame 041424/0177 for patent;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2017 at Reel/Frame 5999/0411 for trademarks and trademark application; and

WHEREAS, Bank agrees to execute this Release in order to evidence the termination and release of its security interest in the Collateral specified below.

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

- 1. The Bank expressly terminates the Security Agreement and terminates, releases, discharges, reassigns, and conveys any and all of Bank's security interest in, lien on, and any other right, title and interest in, to and under the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A to Security Agreement attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B to Security Agreement attached hereto (collectively, the "Patents");

- (e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C to Security Agreement attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D to Security Agreement attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Items (a) through (j), collectively, the "Collateral."

- 2. The Bank represents and warrants that it has the full power and authority to execute this Release and to terminate and release its security interest in the Collateral.
- 3. The Bank authorizes and requests the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

[Signature page follows]

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IN TESTIMONY WHEREOF, the Bank has executed this Release by its duly authorized officer as of the date first written above.

Bank:

SILICON VALLEY BANK

Minana

l'itle:

NAI-1509751990v1

## **EXHIBIT A**

Copyrights

 Description
 Registration/
 Registration/

 Application
 Application
 Application

 Number
 Date

None.

NAI-1509751990v1

## **EXHIBIT B**

#### Patents

 Description
 Registration/
 Registration/

 Application
 Application
 Application

 Number
 Date

Scalable metadata acceleration with datapath metadata 8,407,437 March 26, 2013

backup

NAI-1509751990v1

# EXHIBIT C

## Trademarks

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
Tegile	4,517,223	April 22, 2014
Zebí	4,477,209	February 4, 2014
MASS	4,469,407	January 21, 2014
IntelliFlash	4,692,622	February 24, 2015
IntelliPay	87/056,990	June 1, 2016

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# EXHIBIT D

Mask Works

Registration/ Application Number Registration/ Application Date **Description** 

None.

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**RECORDED: 11/13/2019**