

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM554928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights recorded at R/F 6602/0802		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		12/24/2019	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Mozy, Inc.		
Street Address:	Two Avenue de Lafayette		
Internal Address:	6th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02111		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3944539	MOZY	
Registration Number:	5405614	MOZY	
Registration Number:	5405616	MOZY	
Registration Number:	3551508	MOZYENTERPRISE	
Registration Number:	3427916	MOZYHOME	
Registration Number:	3427915	MOZYPRO	
Registration Number:	5649426	TRITANIUM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	039269-0603		

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NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/26/2019
Total Attachments: 4 source=Carbonite - Trademark Release MOZY Executed#page1.tif source=Carbonite - Trademark Release MOZY Executed#page2.tif source=Carbonite - Trademark Release MOZY Executed#page3.tif source=Carbonite - Trademark Release MOZY Executed#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, (this “Release”), dated as of December 24, 2019, is made by BARCLAYS BANK PLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in favor of MOZY, INC. (the “Grantor”). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security Agreement, dated as of March 26, 2019, among the Grantor, any Subsidiaries that became a party thereto, and the Collateral Agent (as may have been amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right title and interest in, to and under certain Intellectual Property, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Grant of Security Interest in Trademark Rights, dated as of March 26, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those Trademarks listed on Schedule A hereto), together with all rights, priorities, and privileges related thereto and all rights to sue or otherwise recover at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom (but excluding applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks, prior to the filing of an amendment to allege use or a statement of use in the United States Patent and Trademark Office with respect thereto, to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such “intent-to-use” trademark or service mark application under applicable federal law) (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 28, 2019, at Reel/Frame 6602/0802; and

WHEREAS, the Collateral Agent, on behalf of the Secured Parties, wishes to release its security interest in the Trademark Collateral.

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

The Collateral Agent hereby, absolutely, unconditionally, irrevocably and forever: (a) terminates the Trademark Security Agreement, and (b) releases, discharges, terminates and cancels its lien on and security interest in the Trademark Collateral granted in the Security

Agreement and/or the Trademark Security Agreement, including any and all goodwill relating to the same, in each case without any recourse to the Collateral Agent (whether as the Collateral Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the Collateral Agent (whether as Collateral Agent or in its personal capacity). The Collateral Agent, on behalf of itself and the Secured Parties, authorizes and requests that the Register of Trademarks and any other applicable government officer record this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the day and year first written above.

BARCLAYS BANK PLC, as the Collateral Agent

By:  _____

Name: Jake Lam

Title: Assistant Vice President

SCHEDULE A
U.S. TRADEMARKS

Jurisdiction	Registration No.	Registered Owner	Mark
United States of America	3944539	Mozy, Inc	MOZY
United States of America	5405614	Mozy, Inc	MOZY
United States of America	5405636	Mozy, Inc	MOZY
United States of America	3351508	Mozy, Inc	MOZYENTERPRISE
United States of America	3427916	Mozy, Inc	MOZYHOME
United States of America	3427915	Mozy, Inc	MOZYPRO
United States of America	5649426	Mozy, Inc	TRITANIUM