TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM562660

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Second Lien Trademark Security Agreement Release recorded at Reel

6440/Frame 0584

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		02/06/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ICEBRG INC.
Street Address:	3300 Olcott Street
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5123207	CROWDENGINE
Registration Number:	5461998	
Registration Number:	4988456	ICEBRG
Serial Number:	87383956	ICEBRG
Serial Number:	87383941	ICEBRG
Serial Number:	87383913	ICEBRG
Registration Number:	5425419	STREAMING NETWORK FORENSICS

CORRESPONDENCE DATA

9494754754 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: 949-451-3800

skann@gibsondunn.com Email:

Correspondent Name: Stephanie Kann Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP Irvine, CALIFORNIA 92612 Address Line 4:

ATTORNEY DOCKET NUMBER: 36664-00012

> **TRADEMARK** REEL: 006866 FRAME: 0714

900536067

NAME OF SUBMITTER:	Stephanie Kann	
SIGNATURE:	/stephanie kann/	
DATE SIGNED:	02/18/2020	
Total Attachments: 5		
source=Gigamon - Release of Icebrg 2L trademark security agmt#page1.tif		
source=Gigamon - Release of Icebrg 2L trademark security agmt#page2.tif		
source=Gigamon - Release of Icebrg 2L trademark security agmt#page3.tif		

source=Gigamon - Release of Icebrg 2L trademark security agmt#page4.tif source=Gigamon - Release of Icebrg 2L trademark security agmt#page5.tif

TRADEMARK REEL: 006866 FRAME: 0715

SECOND LIEN TRADEMARK SECURITY AGREEMENT RELEASE

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT RELEASE** (this "Release") is made as of February 6, 2020 (the "Effective Date"), by **JEFFERIES FINANCE LLC**, in its capacity as Collateral Agent for the Secured Parties (the "Collateral Agent"), in favor of **ICEBRG INC.**, a Delaware corporation (the "Grantor").

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement dated as of December 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Collateral Agent;

WHEREAS, pursuant the Security Agreement, the Grantor executed and delivered that certain Second Lien Trademark Security Agreement dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), whereby the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on September 18, 2018 at Reel 6440, Frame 0584; and

WHEREAS, the Collateral 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, the Collateral Agent hereby covenants and agrees as follows:

- 1. <u>Defined Terms</u>. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Security Agreement or the Trademark Security Agreement, as appropriate.
- 2. Release of Grant of Security Interest. Without representation or warranty of any kind or nature, the Collateral Agent, on behalf of itself and the Secured Parties, hereby (i) terminates the Trademark Security Agreement and (ii) terminates, releases, and discharges all of its security interest and the Secured Parties' security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreement, and reassigns to the Grantor all right, title, and interest of the Collateral Agent and of the Secured Parties in the Trademark Collateral, including, without limitation, the following:
 - 2.1 all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or other business identifiers and applications pertaining thereto, owned by the Grantor or used in its business, including those set forth on <u>Schedule A</u> hereto (the "Trademarks");
 - 2.2 all goodwill of the Grantor's business symbolized by the Trademarks associated therewith;
 - 2.3 all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, or

TRADEMARK REEL: 006866 FRAME: 0716 any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

- 2.4 the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.
- 3. <u>Recordation</u>. The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or relevant governmental authority record this Release.
- 4. <u>Governing Law</u>. This Release shall be construed in accordance with and governed by the laws of the State of New York without regard to conflict of laws principles thereof.
- 5. <u>Counterparts</u>. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

[Signature page follows]

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

JEFFERIES FINANCE LLC,

as the Collateral Agent

By: Yaw Yawa Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

TRADEMARK SECURITY AGREEMENT RELEASE TRADEMARK REGISTRATIONS AND APPLICATIONS

6.	.5	4.	ώ	2.	· ·	#
U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	Country
6 8 9 4 6	₩	(C 8, 90 R Q	ICEBRG		CROWDENGINE	Mark
Filing Date 3/24/2017	Filing Date 3/24/2017	Filing Date 3/24/2017	Filing Date 11/6/2015 Reg. Date 6/28/2016	Filing Date 3/24/2017 Reg. Date 5/8/2018	Filing Date 5/27/2016 Reg. Date 1/17/2017	Filing/Reg. Date
Serial No. 87/383,913	Serial No. 87/383,941	Serial No. 87/383,956	Serial No. 86/812,609 Reg. No. 4,988,456	Serial No. 87/383,929 Reg. No. 5,461,998	Serial No. 87/052,938 Reg. No. 5,123,207	Application/Reg. No.
42	42	42	42	42	42	Int'l Class
icebrg inc.	icebrg inc.	icebrg inc.	icebrg inc.	icebrg inc.	icebrg inc.	Grantor

TRADEMARK REEL: 006866 FRAME: 0719

TRADEMARK REEL: 006866 FRAME: 0720

RECORDED: 02/18/2020