

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Lake Waterman Fund, L.P.		04/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Urban Airship, Inc.		
Street Address:	1225 W Burnside St., Suite 401		
Internal Address:	Attn: Chief Executive Officer and General Counsel		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Corporation: DELAWARE		
Name:	Tello, Inc.		
Street Address:	1225 W Burnside St., Suite 401		
Internal Address:	Attn: Chief Executive Officer and General		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97209		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5048119		
Registration Number:	5048117	URBAN AIRSHIP	
Registration Number:	4113198	TELLO	
Registration Number:	4259471	GOOD PUSH	
Registration Number:	4073822	RICH PUSH	
Registration Number:	3913907	AIRMAIL	
Registration Number:	3802525	URBAN AIRSHIP	
Registration Number:	3929539	SIMPLEGEO	
Registration Number:	4467995	PASSTOOLS	
Serial Number:	87182898	MOBILE GROWTH PLATFORM	

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CORRESPONDENCE DATA**Fax Number:** 2027393001*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:** 2027395866**Email:** felicia.gordon@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 058438-14-0793**NAME OF SUBMITTER:** Felicia D. Gordon**SIGNATURE:** /Felicia D. Gordon/**DATE SIGNED:** 04/07/2020**Total Attachments: 7**

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination*"), dated as of April 1, 2020, is executed by **SILVER LAKE WATERMAN FUND, L.P.**, a Delaware limited partnership, as agent on behalf of certain lenders ("*Agent*") and in favor of **URBAN AIRSHIP, INC.**, a Delaware corporation ("*Parent*") and **TELLO, INC.**, a Delaware corporation ("*Tello*" and together with Parent, each a "*Grantor*" and collectively, "*Grantors*"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreements (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of May 25, 2017 (the "*Security Agreement*"), as supplemented by that certain First Supplement to Intellectual Property Security Agreement, dated as of October 5, 2017 (the "*First Supplement*"), and as supplemented by that certain Second Supplement to Intellectual Property Security Agreement, dated as of October 29, 2018 (the "*Second Supplement*" and together with Security Agreement and First Supplement, the "*Security Agreements*"), executed by Grantors in favor of Agent, Grantors granted to Agent a security interest in the IP Collateral (defined below).

B. The Security Agreements were recorded with the Patent Division of the United States Patent and Trademark Office on May 30, 2017, at Reel/Frame 042532/0575, on October 5, 2017, at Reel/Frame 043800/0822, and on October 29, 2018, at Reel/Frame 047347/0278, to evidence the security interest granted under the Security Agreements.

C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 30, 2017, at Reel/Frame 6072/0772, to evidence the security interest granted under the Security Agreements.

D. Agent agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

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

(a) Agent expressly terminates and releases all of Agent's right, title and interest, including its security interest, in, to and under the following (collectively, the "*IP Collateral*"):

(i) All patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, including, without limitation, those patents more particularly described on Schedule A annexed hereto as part hereof (collectively, the "*Patents*");

(ii) All Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, including, without limitation, those trademarks more particularly described on Schedule B annexed hereto as part hereof (collectively, the "*Trademarks*"); and

(iii) All Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of Copyrights, more particularly described on Schedule C annexed hereto as part hereof (collectively, the “*Copyrights*”).

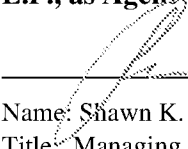
(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Agent authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination. Agent acknowledges that this Termination may be filed along with any other necessary documentation with the United States Patent and Trademark Office and the United States Copyright Office or any other governmental office to evidence the release granted herein. The Agent authorizes the Grantors to record this Termination with the United States Patent and Trademark Office, the United States Copyright Office and other applicable registry and agrees to provide the Grantor with any information and additional authorization necessary to effect the release of the security interest in the IP Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

**SILVER LAKE WATERMAN FUND,
L.P., as Agent,**



Name: Shawn K. O'Neill
Title: Managing Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

**TRADEMARK
REEL: 006909 FRAME: 0609**

SCHEDULE A

PATENTS

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	13/326,269	12/14/2011	8,244,822	08/14/2012
Urban Airship, Inc.	PUSH GATEWAY SYSTEMS AND METHODS	13/326,294	12/14/2011	8,423,656	04/16/2013
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	13/160,190	06/14/2011	8,554,855	10/08/2013
Urban Airship, Inc.	PUSH GATEWAY SYSTEMS AND METHODS	13/160,213	06/14/2011	8,572,263	10/29/2013
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	13/160,226	06/14/2011	8,731,523	05/20/2014
Urban Airship, Inc.	PROCESSING LOCATION INFORMATION	13/763,559	02/08/2013	8,983,494	03/17/2015
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	14/020,427	09/06/2013	8,996,637	03/31/2015
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	14/244,585	04/03/2014	9,277,023	03/01/2016
Urban Airship, Inc.	PUSH REPORTING	13/763,541	02/08/2013	9,369,988	06/14/2016
Urban Airship, Inc.	PUSH COMPOSER	13/763,519	02/08/2013	9,491,131	11/08/2016
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	13/683,318	11/21/2012	9,531,827	12/27/2016
Urban Airship, Inc.	QUERYING FOR DEVICES BASED ON LOCATION	13/763,567	02/08/2013	9,553,838	01/24/2017
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	14/536,407	11/07/2014	N/A	N/A
Urban Airship, Inc.	PROCESSING LOCATION INFORMATION	14/615,319	02/05/2015	9,338,594	05/10/2016
Urban Airship, Inc.	Mobile Event Notifications	15/055,474	02/26/2016	N/A	N/A

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Urban Airship, Inc.	CHURN PREDICTION WITH MACHINE LEARNING	15/646,008	07/10/2017	N/A	N/A
Urban Airship, Inc.	DELIVER PERSONALIZED PLATFORM-SPECIFIC CONSENT USING A SINGLE URL	62/548,359	08/21/2017	N/A	N/A
Urban Airship, Inc.	USING A POLYGON TO SELECT A GEOLOCATION	13/763,572	02/08/2013	9,774,696	09/26/2017
Urban Airship, Inc.	Updating Digital Wallet Assets	14/621,302	02/12/2015	10,121,141	11/06/2018
Urban Airship, Inc.	Push Reporting	15/161,154	05/20/2016	10,049,378	08/14/2018
Urban Airship, Inc.	Mobile Event Notifications	15/055,474	02/26/2016	10,084,865	09/25/2018
Urban Airship, Inc.	Push Reporting	16/038,056	07/20/2018	N/A	N/A
Urban Airship, Inc.	Mobile Event Notifications	16/119,916	08/31/2018	N/A	N/A
Urban Airship, Inc.	Churn Prediction With Machine Learning	15/646,008	07/10/2017	N/A	N/A
Urban Airship, Inc.	Deliver Personalized Platform-Specific Content Using a Single URL	62/548,359	08/21/2017	N/A	N/A
Urban Airship, Inc.	Push Notification Delivery System	15/686,139	08/24/2017	N/A	N/A
Urban Airship, Inc.	Deliver Personalized Platform-Specific Content Using a Single URL	16/105,773	08/20/2018	N/A	N/A

SCHEDULE B
TRADEMARKS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Urban Airship, Inc.	MOBILE GROWTH PLATFORM	87/182,898	09/26/2016	N/A	N/A
Urban Airship, Inc.		86/761,533	09/18/2015	5,048,119	09/27/2016
Urban Airship, Inc.	URBAN AIRSHIP	86/761,422	09/18/2015	5,048,117	09/27/2016
Urban Airship, Inc.	TELLO	85/097,504	07/31/2010	4,113,198	03/13/2012
Urban Airship, Inc.	GOOD PUSH	85/546,370	02/17/2012	4,259,471	12/11/2012
Urban Airship, Inc.	RICH PUSH	85/311,553	05/03/2011	4,073,822	12/20/2011
Urban Airship, Inc.	AIRMAIL	85/064,904	06/16/2010	3,913,907	02/01/2011
Urban Airship, Inc.	URBAN AIRSHIP	77/847,594	10/13/2009	3,802,525	06/15/2010
Urban Airship, Inc.	SIMPLEGEO	77/839,416	10/01/2009	3,929,539	03/08/2011
Tello, Inc.	PASSTOOLS	85/761,289	10/23/2012	4,467,995	01/14/2014

SCHEDULE C
COPYRIGHTS

Grantor	Title	Registration No.	Registration Date
None.			