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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM578631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crestline Direct Finance, L.P., as Collateral Agent		05/22/2020	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Actifio, Inc.
Street Address:	333 Wyman Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4050274	ACTIFIO
Registration Number:	4165467	ANYIT
Registration Number:	4239395	DEDUP ASYNC
Registration Number:	5318284	ONVAULT
Registration Number:	4195448	VDP
Serial Number:	87387777	ENTERPRISE DATA-AS-A-SERVICE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

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:	049773-0024
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	05/29/2020

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Release</u>"), dated as of May 22, 2020 is made by CRESTLINE DIRECT FINANCE, L.P., in its capacity as Collateral Agent (the "<u>Collateral Agent</u>"), in favor of ACTIFIO, INC, a Delaware corporation (the "<u>Assignor</u>"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Pledge and Security Agreement, dated as of August 2, 2018 (as it may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Assignor and the Collateral Agent, and (ii) that certain Trademark Security Agreement, dated as of August 2, 2018 (the "Trademark Security Agreement"), executed by the Assignor in favor of the Collateral Agent, the Assignor assigned, transferred, conveyed and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Assignor's right, title and interest in, to and under the Collateral, including certain Trademarks listed on Schedule A attached hereto; and

WHEREAS, the security interest in such Trademarks pledged and granted by the Assignor to the Collateral Agent under the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on August 3, 2018, at Reel 6421, and Frame 0797; and

WHEREAS, the Collateral Agent has agreed to terminate, release and discharge its security interest and lien on all of such Trademarks.

- **NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges all of its security interest in and continuing lien on all of the Assignor's right, title and interest in and to the following (collectively, the "<u>Trademark Collateral</u>"):
 - (i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Release);
 - (ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Release);
 - (iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States of America;

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- (iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any country (other than the United States of America) or any province, department or other governmental subdivision thereof;
 - (v) all registrations and recordings with respect to any of the foregoing;
 - (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data:
- (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
- (ix) all rights to sue for past, present or future infringements of any of the foregoing;
 - (x) all goodwill related to any of the foregoing;
- (xi) to the extent not included above, all General Intangibles of the Assignor related to the foregoing; and
 - (xii) all Proceeds of any and all of the foregoing;

and hereby reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Assignor.

Assignor, and any other person or entity having any right, title or interest in the Trademark Collateral, is hereby authorized to record this Release with the United States Patent and Trademark Office, any successor office, or any similar office in any other country, as applicable.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE COLLATERAL AGENT AND THE ASSIGNOR UNDER THIS RELEASE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. WITHOUT REGARD TO ITS CONFLICTS OF LAW

PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE RELEASE OR REASSIGNMENT HEREUNDER IN RESPECT OF ANY TRADEMARK COLLATERAL IS GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CRESTLINE DIRECT FINANCE, L.P.,

as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,

its general partner

By: Crestline Investors, Inc.,

its manager

Docusigned by:
Will Palmer

Name: Will Palmer

Title: Managing Director

Pending Trademark Applications

<u>Mark</u>	Country	Serial No.	Filing Date
(Application Pending)			
ACTIFIO	China	1184800	02/03/17
	Madrid Protocol		
ENTERPRISE DATA- AS-A-SERVICE	United States	87/387777	03/27/17
ONVAULT	Canada	1822071	02/09/17
ONVAULT	China Madrid Protocol	1347985	02/07/17
ONVAULT	India Madrid Protocol	1347985	02/07/17
ONVAULT	Japan Madrid Protocol	1347985	02/07/17
ONVAULT	New Zealand Madrid Protocol	1347985	02/07/17
VDP	China Madrid Protocol	1342574	02/03/17
VDP	Japan Madrid Protocol	1342574	02/03/17

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Issued Registrations

<u>Mark</u>	Country	Regis. No.	Regis. Date
ACTIFIO	Argentina	2696198	11/28/14
ACTIFIO	Australia	1184800	09/08/17
	Madrid Protocol		
ACTIFIO	Brazil	840717954	07/26/16
ACTIFIO	Canada	925679	01/12/16
ACTIFIO	European Union	1184800	11/13/13
	Madrid Protocol		
ACTIFIO	India	1184800	10/13/17
	Madrid Protocol		
ACTIFIO	Japan	1184800	06/08/17
	Madrid Protocol		
ACTIFIO	Madrid Protocol	1184800	11/13/13
	Australia		
	China		
	European Union		
	United Kingdom		
	India		
	Japan		
	New Zealand		
ACTIFIO	New Zealand	1184800	08/04/17
	Madrid Protocol		
ACTIFIO	United Kingdom	1184800	05/16/17
	Madrid Protocol		
ACTIFIO	United States	4050274	11/01/11

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<u>Mark</u>	Country	Regis. No.	Regis. Date
ANYIT	United States	4165467	06/26/12
DEDUP ASYNC	United States	4239395	11/06/12
ONVAULT	Australia	1347985	09/21/17
	Madrid Protocol		
ONVAULT	European Union	1347985	11/03/17
	Madrid Protocol		
ONVAULT	Madrid Protocol	1347985	02/07/17
	Australia		
	China		
	European Union		
	United Kingdom		
	India		
	Japan		
	New Zealand		
ONVAULT	United Kingdom	1347985	08/15/17
	Madrid Protocol		
ONVAULT	United States	5318284	10/24/17
VDP	Australia	1342574	09/08/17
	Madrid Protocol		
VDP	European Union	1342574	10/06/17
	Madrid Protocol		
VDP	India	1342574	10/27/17
	Madrid Protocol		

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<u>Mark</u>	Country	Regis. No.	Regis. Date
VDP	Madrid Protocol	1342574	02/03/17
	Australia		
	China		
	European Union		
	United Kingdom		
	India		
	Japan		
	New Zealand		
VDP	New Zealand	1342574	08/29/17
	Madrid Protocol		
VDP	United Kingdom	1342574	10/04/17
	Madrid Protocol		
VDP	United States	4195448	08/21/12

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RECORDED: 05/29/2020