

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/19/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Puppet, Inc.
Doing Business As:	f/k/a Puppet Labs, Inc.
Street Address:	308 SW 2nd Ave., Fifth Floor
City:	Portland
State/Country:	OREGON
Postal Code:	97204
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	88411738	PUPPET REMEDIATE
Serial Number:	88367573	PUPPET REMEDIATE
Serial Number:	88411745	
Serial Number:	88142884	PUPPET INSIGHTS
Serial Number:	88142882	
Serial Number:	88142879	PUPPET INSIGHTS
Serial Number:	87640071	PUPPET BOLT
Serial Number:	87893021	PUPPET ENTERPRISE
Serial Number:	87893024	
Serial Number:	86984175	THE SHORTEST PATH TO BETTER SOFTWARE

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 212-506-5150

Email: mweddington@orrick.com, bbreen@orrick.com, shsu@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main St., Suite 1100

TRADEMARK

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 35619.11

NAME OF SUBMITTER: Bradford S. Breen

SIGNATURE: /Bradford Breen/

DATE SIGNED: 06/22/2020

Total Attachments: 15

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”) is made as of June 19, 2020 (the “*Effective Date*”) by and between PUPPET, INC. (f/k/a Puppet Labs, Inc.), a Delaware corporation (the “Company”), and SILICON VALLEY BANK, a California corporation (“*Bank*”).

WHEREAS, pursuant to the terms and conditions of that certain Amended and Restated Intellectual Property Security Agreement by and between the Company and Bank, which was executed on August 9, 2019 and is attached hereto as Exhibit A (the “*Mezzanine Security Agreement*”), the Company granted to Bank a security interest in and to the Company’s right, title and interest in, to and under certain of the Company’s trademarks, including those set forth on Exhibit C of the Mezzanine Security Agreement (“*Trademarks*”);

WHEREAS, the Mezzanine Security Agreement was recorded with the United States Patent and Trademark Office on August 9, 2019 at Reel 006717, Frame 0062; and

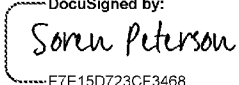
WHEREAS, the obligations secured by the Mezzanine Security Agreement have been paid in full.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby terminates the Mezzanine Security Agreement and the liens and security interests granted thereunder and hereby terminates, cancels and releases any and all liens and security interests it has against the Trademarks.

[Signature page follows]

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

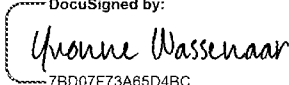
SILICON VALLEY BANK

By: 
Name: Soren Peterson
Title: Vice President

[Signature Page to Trademark Release (Mezzanine)]

**TRADEMARK
REEL: 006976 FRAME: 0594**

PUPPET, INC.

DocuSigned by:

By: 7BD07F73A65D4BC...
Name: Yvonne Wassenaar
Title: Chief Executive Officer

[Signature Page to Trademark Release (Mezzanine)]

TRADEMARK
REEL: 006976 FRAME: 0595

EXHIBIT A

[Attached.]

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest - Mezz loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Puppet, Inc.	FORMERLY Puppet Labs, Inc.	08/09/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	88411738	PUPPET REMEDIATE	
Serial Number:	88367573	PUPPET REMEDIATE	
Serial Number:	88411745		
Serial Number:	88142884	PUPPET INSIGHTS	
Serial Number:	88142882		
Serial Number:	88142879	PUPPET INSIGHTS	
Serial Number:	87640071	PUPPET BOLT	
Serial Number:	87893021	PUPPET ENTERPRISE	
Serial Number:	87893024		
Serial Number:	86984175	THE SHORTEST PATH TO BETTER SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		

CH \$265.00 88411738

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	08/09/2019
Total Attachments: 9 source=AR-IPSA Mezz#page1.tif source=AR-IPSA Mezz#page2.tif source=AR-IPSA Mezz#page3.tif source=AR-IPSA Mezz#page4.tif source=AR-IPSA Mezz#page5.tif source=AR-IPSA Mezz#page6.tif source=AR-IPSA Mezz#page7.tif source=AR-IPSA Mezz#page8.tif source=AR-IPSA Mezz#page9.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of August 9, 2019 by and between SILICON VALLEY BANK, a California corporation (“Bank”) and PUPPET, INC. (F/K/A PUPPET LABS, INC.), a Delaware corporation (“Grantor”), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement entered into by Grantor in favor of Bank, dated as of May 24, 2017, as amended from time to time (the “Original Agreement”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of August 9, 2019 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to 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.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, all of Grantor’s 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 of 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 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 attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark 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 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 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

8. Effect of Amendment and Restatement. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

PUPPET, INC.
308 SW 2nd Avenue, Fifth Floor
Portland, OR 97204
Attn: Mark Iserloth, CFO

PUPPET, INC. (F/K/A PUPPET LABS, INC.)

By: Mark Iserloth

Name: MARK ISERLOTH

Title: CFO

BANK:

Address:

SILICON VALLEY BANK
380 Interlocken Crescent, Ste. 600
Broomfield, CO 80021
Attn: Max Froseth, Vice President

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

287164191
354271-000706

TRADEMARK
REEL: 006976 FRAME: 0002

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

PUPPET, INC.
308 SW 2nd Avenue, Fifth Floor
Portland, OR 97204
Attn: Mark Iserloth, CFO

PUPPET, INC. (F/K/A PUPPET LABS, INC.)

By: _____

Name: _____

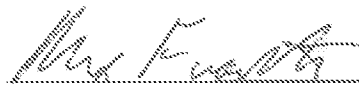
Title: _____

BANK:

Address:

SILICON VALLEY BANK
380 Interlocken Crescent, Ste. 600
Broomfield, CO 80021
Attn: Max Froseth, Vice President

SILICON VALLEY BANK

By:  _____

Name: Max Froseth

Title: Vice President

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

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354271-000706

TRADEMARK
REEL: 006976 FRAME: 0088

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LUMOGON	87440272	5/8/17
PUPPET CLOUD DISCOVERY	87440287	5/8/17
PUPPET	86727708	8/17/15
Design	86897990	2/4/16
PUPPET	86897996	2/4/16
THE SHORTEST PATH TO BETTER SOFTWARE	86965068	4/5/16
PUPPET EENTERPRISE	86220748	3/13/14
PUPPETCONF	85744818	10/3/12
PUPPETCONF	85744702	10/3/12
MCOLLECTIVE	85394634	8/10/11
PUPPET CAMP	85054906	6/4/10
PUPPET CAMP	85054894	6/4/10
PUPPET LABS	85054877	6/4/10
PUPPET	77780498	7/14/09
PUPPET REMEDIATE	88411738	5/1/19
PUPPET REMEDIATE	88367573	4/2/19
Design	88411745	5/1/19
PUPPET INSIGHTS	88142884	10/4/18
Design	88142882	10/4/18
PUPPET INSIGHTS	88142879	10/4/18
PUPPET BOLT	87640071	10/10/17
PUPPET ENTERPRISE	87893021	4/25/18
Design	87893024	4/25/18
THE SHORTEST PATH TO BETTER SOFTWARE	86984175	4/5/16

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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