

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		06/24/2020	BANKING CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ACS ORANGE ACQUISITION, LLC		
Street Address:	430 Davis Drive		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2249457	ELIGIBILITY MANAGER	
Registration Number:	3405206	DATAWING SOFTWARE	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	92225-120 Bell/Pesavento		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	06/24/2020		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of June 24, 2020, is made by SILICON VALLEY BANK (“**Bank**”) in favor of ACS ORANGE ACQUISITION, LLC, a Delaware limited liability company (the “**Grantor**”).

RECITALS

WHEREAS, reference is made to that certain Unconditional Secured Guaranty and Pledge Agreement, dated as of October 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty**”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Guaranty), by Grantor in favor of Bank;

WHEREAS, pursuant to the terms and conditions set forth in the Guaranty and that certain Trademark Security Agreement, dated as of October 12, 2018 (the “**Security Agreement**”), by and between Bank and the Grantor, the Grantor granted to Bank a security interest in and to all of the right, title and interest of the Grantor in, to and under the Grantor’s Intellectual Property, including those Trademarks listed on Schedule A hereto (collectively, the “**IP Collateral**”);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office with the Trademark Division at Reel/Frame 6458/0129, on October 16, 2018; and

WHEREAS, in connection with the termination of all obligations under the Guaranty, Bank has been requested to release its security interest in the IP Collateral and reassign to the Grantor any and all right, title and interest Bank may have in the IP Collateral pursuant to the Guaranty and the Security Agreement.

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

AGREEMENT

1. Release of Security Interest. Bank, on behalf of itself and its successors, legal representatives and assigns, hereby (i) releases and discharges any and all security interests in the IP Collateral; (ii) reassigns to the Grantor any and all right, title and interest that Bank may have in, to and under the IP Collateral, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, any goodwill of the business connected with the use of, or symbolized by such IP Collateral, all rights corresponding thereto throughout all the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and (iii) terminates the Security Agreement.

2. Further Assurances. Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other

instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of June 24, 2020.

SILICON VALLEY BANK

By: 

Name: Peter Freyer
Title: Managing Director

Address for Notices:

Silicon Valley Bank
15260 Ventura Boulevard, Suite 1800
Sherman Oaks, CA 91403
Attn: Charles Blase

SIGNATURE PAGE TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK
REEL: 006979 FRAME: 0196

SCHEDULE A

Trademarks

U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No
ACS ORANGE ACQUISITION, LLC	Eligibility Manager	June 1, 1999	2249457
ACS ORANGE ACQUISITION, LLC	DataWing Software	April 1, 2008	3405206