

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Société Générale		09/30/2020	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	CodeGuard, Inc.		
Street Address:	5 Becker Farm Rd, Suite 300		
City:	Roseland		
State/Country:	NEW JERSEY		
Postal Code:	07068		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4143588	CODEGUARD	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	111120-0020-003		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	10/01/2020		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“*Termination and Release*”) effective as of September 30, 2020, is made by Société Générale, as collateral agent (in such capacity, the “*Collateral Agent*”) in favor of CodeGuard, Inc., a Delaware corporation (the “*Grantor*”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS pursuant to the First Lien Security Agreement dated as of October 27, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), the Collateral Agent and Grantor have executed a Trademark Security Agreement dated as of September 6, 2018 (the “*Trademark Security Agreement*”) which was recorded on September 11, 2018 in the United States Patent and Trademark Office at Trademark Reel 6435, Frame 0044;

WHEREAS pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all of the Grantors’ rights, title or interest in and to the following, in each case whether then owned or existing or thereafter acquired, developed, created or arising and wherever located (other than Excluded Property) (i) 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 business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business, including but not limited to those listed on Schedule I hereto, all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof (collectively, the “*Trademarks*”); (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith; (iii) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (iv) 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 (collectively, the “*Released Collateral*”);

WHEREAS the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Collateral;


NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby, without representation, warranty or recourse (express or implied) of any kind, terminates, releases and discharges the Security Interest in, the Released Collateral, and hereby reassigns to the Grantor all right, title and interest the Collateral Agent may have in such Released Collateral.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Collateral) is hereby authorized to record this Termination and Release with the United States Patent and Trademark Office.

THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE TERMINATION AND RELEASE OF THE SECURITY INTEREST HEREUNDER IN RESPECT OF ANY PARTICULAR RELEASED COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE TERMINATION AND RELEASE OF THE SECURITY INTEREST IN SUCH PARTICULAR RELEASED COLLATERAL.

[Signature page follows]

SOCIÉTÉ GÉNÉRALE , as Collateral Agent

By: 

Name: Laura Weatherhead
Title: Director

SCHEDULE I

United States Trademarks and Trademark Applications

<u>Registration Number/ Application Number</u>	<u>Mark</u>	<u>Issue Date/ Appl. Date</u>	<u>Owner</u>
4,143,588	CODEGUARD	05/15/2012	CodeGuard, Inc.