

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614774

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property at Reel/Frame No. 5913/0403		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/15/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hortonworks, Inc.		
Street Address:	5470 Great America Parkway		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4764218	HDP	
Registration Number:	4338505	HORTONWORKS	
Registration Number:	4338500	HORTONWORKS	
Serial Number:	86958833	DATAWORKS SUMMIT	
Serial Number:	86850326	POWERING THE FUTURE OF DATA	
Serial Number:	86500945	ONE HDP	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	066073-0009		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/16/2020		

OP \$165.00 4764218

Total Attachments: 13

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 15, 2020 (the “Effective Date”), is made by Silicon Valley Bank, as administrative agent (in such capacity, the “Administrative Agent”), in favor of Hortonworks, Inc., a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of November 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the termination thereof, the “Security Agreement”), by and among the Grantor, the other granting parties party thereto and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest in all of the Grantor’s right, title and interest in and to its Intellectual Property collateral (including, without limitation those Patents, Trademarks and Copyrights listed on Schedules I, II and II hereto, respectively, and any goodwill associated therewith), and including 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, all rights corresponding thereto throughout the world and all re-issues, division, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing, collectively, the “Released Collateral”);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered (i) an Intellectual Property Security Agreement, dated as of November 2, 2016, which was recorded with the Patent Division of the United States Patent and Trademark Office (the “USPTO”) on November 2, 2016 at Reel/Frame 040201/0073, with the Trademark Division of the USPTO on November 2, 2016 at Reel/Frame 5913/0403, and with the United States Copyright Office (“USCO”) on November 3, 2016 at Volume 9950, Document 913, and (ii) a First Supplement to Intellectual Property Security Agreement, dated as of November 1, 2017, which was recorded with the Patent Division of the USPTO on November 2, 2017 at Reel/Frame 044680/0718 and with the Trademark Division of the USPTO on November 2, 2017 at Reel/Frame 6195/0466 (clauses (i) and (ii) together, the “Intellectual Property Security Agreements”); and

WHEREAS, the Administrative Agent now desires to release its security interest in the Released Collateral, including, without limitation, the Patents, Trademarks and Copyrights listed on Schedules I, II and III hereto, respectively.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the Intellectual Security Agreements or the Credit Agreement dated as of November 2, 2016, by and among the Grantor, the several banks and other financial institutions or entities from time to time party thereto and the Administrative Agent, as applicable.

2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in all right, title or interest in and to the Released Collateral, including but not limited to the Patents, Trademarks and

Copyrights set forth on Schedules I, II and III attached hereto, respectively, arising under the Security Agreement and/or the Intellectual Property Security Agreements. If and to the extent that the Administrative Agent has acquired any right, title, or interest in and to the Released Collateral under the Intellectual Property Security Agreements or the Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantor. The Administrative Agent hereby authorizes and requests that the USPTO and the USCO note and record this Release and any other filings necessary to evidence the release, discharge, termination, and cancellation of the Administrative Agent's rights under the Security Agreement and/or Intellectual Property Security Agreements with respect to the Released Collateral.

3. Termination. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreements.

4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantor all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release (including to effect the release of the security interest in the Released Collateral contemplated hereby).

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantor acknowledges that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed signature page to this Release by facsimile or other electronic transmission complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and to be valid and effective for all purposes to the fullest extent permitted by applicable law. Each party to this Release hereto represents and warrants to the other parties hereto that it has the corporate or equivalent capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in such party's constitutive documents.

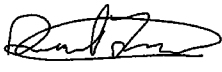
6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Release shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Governing Law. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

SILICON VALLEY BANK
as Administrative Agent

By: 

Name: Daniel Fuwa
Title: VP, Relationship Manager

[Signature page to Release of Security Interests in Intellectual Property]

TRADEMARK
REEL: 007136 FRAME: 0357

GRANTOR:

HORTONWORKS, INC.

By: Jay Wedge
Name: Jay Wedge
Title: Secretary

[Signature page to Release of Security Interests in Intellectual Property]

TRADEMARK
REEL: 007136 FRAME: 0358

SCHEDULE I

PATENTS

Reel/Frame: 040201/0073:

Issued Patents of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
United States	9,390,285	11 July, 2016	Paul Coddling, Sheetal Dolas	IDENTIFYING INCONSISTENT SECURITY POLICIES IN A COMPUTER CLUSTER

Pending Patent Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	62/173,311	9 Sep 2015	Paul Coddling, Sheetal Dolas	Workload Profiling
United States	62/173,313	9 Sep 2015	Paul Coddling, Sheetal Dolas	Capacity Planning
United States	15/204,876	7 Jul 2016	Paul Coddling, Sheetal Dolas	IDENTIFYING INCONSISTENT SECURITY POLICIES IN A COMPUTER CLUSTER

Reel/Frame 044680/0718:

Patent And Patent Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	15/620,734	12 June 2017	Paul Coddling, Sheetal Dolas	Fault Prevention
United States	62/562,989	9 Sep 2017	Venkat Ranganathan, Sushanth Sowmyan, Thejas Nair, Alan Gates, Saumitra Buragohain	REPLICATING DATASETS, METADATA, AND SECURITY POLICIES ACROSS CLUSTERS
United States	62/562,635	25 Sep 2017	TBD	SECURE SERVICE DEPLOYMENT,

				EXTENSIBLE MANAGEMENT, AND MANAGEMENT OF DATA ASSETS IN HADOOP MULTI- CLUSTER ENVIRONMENTS
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SCHEDULE II

TRADEMARKS

Reel/Frame: 5913/0403:

Registered Trademarks of Hortonworks. Inc.

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
European Community	015290505	3 Aug 2016	31 Mar 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
Japan	5881866	16 Sep 2016	9 Jun 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
United States	4764218	30 Jun 2015	7 Nov 2014	Hortonworks, Inc.	
Australia	1663012	3 Jun 2015	8 Dec 2014	Hortonworks, Inc.	HDP
European Community	013535935	6 May 2015	8 Dec 2014	Hortonworks, Inc.	HDP
Australia	1626433	5 Feb 2015	4 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Canada	TMA913611	11 Sep 2015	19 Mar 2013	Hortonworks, Inc.	HORTONWORKS
European Community	011686748	22 Aug 2013	25 Mar 2013	Hortonworks, Inc.	HORTONWORKS
Hong Kong	303592062	6 May 2016	10 Nov 2015	Hortonworks, Inc.	HORTONWORKS
India	2761202	28 Aug 2016	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS
India	2761206	28 Aug 2016	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Japan	5824154	5 Feb 2016	10 Jun 2015	Hortonworks, Inc.	HORTONWORKS
Mexico	1606518	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Mexico	1606519	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	fHORTONWORKS

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Mexico	1606520	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
New Zealand	1033278	8 Jun 2016	7 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Russian Federation	553063	29 Sep 2015	9 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Singapore	40201521520R	13 Apr 2016	7 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Switzerland	683953	11 Feb 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
United Kingdom	UK00002658010	25 Aug 2013	25 Mar 2013	Hortonworks, Inc.	HORTONWORKS
United States	4338505	21 May 2013	26 Sep 2012	Hortonworks, Inc.	HORTONWORKS
Australia	1626434	5 Feb 2015	4 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Canada	TMA940749	13 Jun 2016	19 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
European Community	0011686771	22 Aug 2013	25 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Hong Kong	303588814	6 May 2016	6 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Japan	5844307	22 Apr 2016	9 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Mexico	1614861	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Mexico	1614862	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Mexico	1614863	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
New Zealand	1033279	8 Jun 2016	7 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Singapore	40201521521U	13 Apr 2016	7 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Switzerland	682716	8 Jan 2016	2 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
United States	4338500	21 May 2013	26 Sep 2012	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
United Kingdom	UK00002657808	19 Jul 2013	25 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Hong Kong	303697886	9 Aug 2016	29 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645328	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645329	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645330	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
New Zealand	1037887	25 Aug 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
European Community	014919948	28 May 2016	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US Domain	IP 165.160.15.20	N/A	20 Jun 2015	CSC Corporate Domain, Inc.	hortonworks.sucks

Pending Trademark Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
China	N/A	30 Sep 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
Singapore	402016161015	30 Sep 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
United States	86/958833	30 Mar 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
Australia	1776098	09 Jun 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
China	16190805	20 Jan 2015	Hortonworks, Inc.	HDP
India	2860429	8 Dec 2014	Hortonworks, Inc.	HDP
Brazil	908792255	19 Dec 2014	Hortonworks, Inc.	HDP
Canada	1706246	8 Dec 2014	Hortonworks, Inc.	HDP
Israel	279754	8 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Korea, South	45-2015-0010697	23 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Taiwan	104075107	16 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Brazil	907906001	1 Jul 2014	Hortonworks, Inc.	HORTONWORKS
Brazil	907906052	1 July 2014	Hortonworks, Inc.	HORTONWORKS
India	2761204	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Israel	279985	15 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Korea, South	45-2015-0010696	23 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Taiwan	104075109	16 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Brazil	907873545	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Brazil	907873502	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761203	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761207	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761205	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Korea, South	45-2016-0001636	25 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Russian Federation	2014719143	9 Jun 2014	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Taiwan	105009924	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Canada	1761030	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657213	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657212	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657211	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
India	3130691	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
India	3357176	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
Russian Federation	2015741550	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	86/850326	15 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	19169732	29 Feb 2016	Hortonworks, Inc.	Three Elephants Design
China	19169731	29 Feb 2016	Hortonworks, Inc.	Three Elephants Design
United States	86/500945	12 Jan 2015	Hortonworks, Inc.	ONE HDP

Reel/Frame 6195/0466:

Trademarks And Trademark Applications

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	5182655	11 Apr 2017	15 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA

SCHEDULE III

COPYRIGHTS

Volume/Document: 9950/913

Registered Copyrights of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
United States	TX0007920909	19-June-2014	Apache Hadoop YARN: Moving beyond MapReduce and Batch Processing with Apache Hadoop2
China	2016-F-00270559	17-May-2016	Three Elephants Design

Pending Copyright Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Work of Authorship</u>
United States	1-3953583751	30 Aug 2016	Quality Assurance Test Suite