

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF THE WEST		12/18/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	INFOGAIN CORPORATION		
Street Address:	485 Alberto Way, Suite 100		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2186502	INFOGAIN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1305826 TM IG		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	12/21/2020		
Total Attachments: 5			
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TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of December 18, 2020, is executed by **BANK OF THE WEST** (the "Lender"), and in favor of **INFOGAIN CORPORATION**, a Delaware corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IP Security Agreement (defined below) and if not defined therein, shall have the respective meanings given thereto in the Loan Agreement (defined below).

RECITALS

A. WHEREAS, the Grantor and the Lender entered into that certain Loan and Security Agreement dated as of January 31, 2018 (as amended by that certain Waiver and First Amendment to Loan and Security Agreement dated as of September 26, 2019 and further amended by that certain Second Amendment to Loan and Security Agreement dated as of June 16, 2020 and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. WHEREAS, pursuant to the terms of the Loan Agreement, Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement, dated as of January 31, 2018 (the "IP Security Agreement"), pursuant to which Grantor granted to Lender a security interest in all of its right, title and interest in, to and under its Intellectual Property Collateral.

C. WHEREAS, the IP Security Agreement was recorded with the United States Copyright Office on February 9, 2018, Document Number V9954D879, to evidence the security interest granted under the IP Security Agreement.

D. WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on February 8, 2018, at Reel/Frame 6268/0395, to evidence the security interest granted under the IP Security Agreement.

E. WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, Lender agrees to terminate and release its security interest in all its right, title and interest in and to the Intellectual Property Collateral.

AGREEMENT

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

1. The IP Security Agreement is hereby terminated and of no further force and effect.
2. Lender hereby expressly discharges, terminates and releases its security interest in all right, title and interest of Grantor in, to and under the Intellectual Property Collateral granted pursuant to the IP Security Agreement, including without limitation those copyrights and trademarks set forth respectively in Exhibit A and Exhibit B attached hereto. The undersigned hereby transfers and assigns to the Grantor any and all right, title and interest that the Lender may have obtained in, to and under the Intellectual Property Collateral under the IP Security Agreement.
3. Lender represents and warrants that it has the full power and authority to execute this Termination.

4. Lender hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office and the United States Copyright Office and/or any other applicable governmental office or agency at the Grantor's sole cost and expense.

5. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or desirable to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

[signature on following page]

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

BANK OF THE WEST

By: 

Name: Eric Andersen

Title: Vice President

[Signature Page to IP Termination – Infogain Corp.]

EXHIBIT A
COPYRIGHTS

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
MineShare suite, V2. 101S Version 2. 101S of Architect (SSEARCH.EXE)	TX0005045812	09/13/1999
GetThere Start.	TXu001626336	02/17/2009
GR API.	TXu001626384	02/17/2009
GR Partners.	TXu001626427	02/17/2009
GR UI.	TXu001626308	02/17/2009

EXHIBIT B
TRADEMARKS

<u>DESCRIPTION OF MARK</u>	<u>JURISDICTION</u>	<u>SERIAL/REG. NUMBER</u>	<u>FILE DATE</u>
INFOGAIN	USA	2186502	September 4 1996
INFOGAIN	India	1301147	August 6 2004
INFOGAIN	India	804086	May 29 1998
INFOGAIN	India	804087	May 29 1998