

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		01/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Phoenix Technologies, Ltd.		
Street Address:	150 South Los Robles Ave.		
Internal Address:	Suite 500		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2679288	EMBEDDED BIOS	
Registration Number:	3025952	PHOENIX	
Registration Number:	2484133	PHOENIX TECHNOLOGIES	
Registration Number:	3964102	PHOENIX TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	3104079090		
<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:	3104074010		
Email:	nmaoz@ktbslaw.com		
Correspondent Name:	KTBS Law LLP; N. Maoz		
Address Line 1:	1801 Century Park East		
Address Line 2:	26th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Nir Maoz		
SIGNATURE:	/Nir Maoz/		
DATE SIGNED:	01/12/2021		
Total Attachments: 5			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “**Release**”) is made as of January 12, 2021, by Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (the “**Agent**”), for the benefit of Phoenix Technologies Ltd., a Delaware Corporation company (the “**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

W I T N E S S E T H:

WHEREAS, the Grantor and the Agent are parties to that certain IP Security Agreement - Trademarks, dated as of September 27, 2013 (as amended, restated, supplemented or otherwise modified through the date hereof, the “**Security Agreement**”), pursuant to which the Grantor granted to the Agent for the benefit of the Secured Parties, a security interest in the Collateral, which includes all Trademarks, together with all goodwill associated therewith and symbolized thereby and the application and registrations thereof, and proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any rights to recover from past, present and future violations thereof, including those set forth on Schedule A under the heading “Trademark Registrations and Applications” (the “**Collateral**”);

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office at Reel 005120 and Frame 0730 on September 30, 2013; and

WHEREAS, the Grantor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Collateral.

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

1. The Agent does hereby terminate the Security Agreement and terminate, release, discharge and reassigns to the Grantor the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the Collateral, together with the goodwill of the business symbolized thereby, and any right, title or interest of the Agent in such Collateral, if any, shall hereby terminate, cease and become void; provided, however, that any provisions contained in the Security Agreement that, by its respective terms, survive the termination of the Security Agreement shall not be terminated hereby.

2. The Agent hereby authorizes and requests the competent authorities, including the Commissioner for Trademarks in the United States Patent and Trademark Office and all corresponding officials throughout the world, to record and register this Release upon request by Grantor.


3. The Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, 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, and at Grantor’s cost and expense, to more fully and effectively effectuate the purpose of this Release.

4. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES
HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND
ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Security Interest in Trademarks to be executed and delivered as of the date first written above.

**CERBERUS BUSINESS FINANCE, LLC, as
Agent**


By: 


Name: Joseph Naccarato

Title: Chief Operating Officer
and Chief Credit Officer

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Title	Application No./ Registration No.	Issue Date	Owner of Record
Taiwan	AWARD	Application No. 081000306 Registration No. 00577938	Dec 01, 1992	Phoenix Technologies Ltd.
Taiwan	CME	Application No. 092053970 Registration No. 1182480	Nov 16, 2005	Phoenix Technologies Ltd.
United States	EMBEDDED BIOS	Application No. 75424462 Registration No. 2679288	Jan 28, 2003	Phoenix Technologies Ltd.
Taiwan	PHOENIX	Application No. 094014760 Registration No. 1194113	Feb 01, 2006	Phoenix Technologies Ltd.
United States	PHOENIX	Application No. 76615388 Registration No. 3025952	Dec 13, 2005	Phoenix Technologies Ltd.
United States	PHOENIX TECHNOLOGIES	Application No. 75475118 Registration No. 2484133	Sep 04, 2001	Phoenix Technologies Ltd.
Taiwan	PHOENIX TECHNOLOGIES AND DESIGN 	Application No. 094025037 Registration No. 1201628	Apr 01, 2006	Phoenix Technologies Ltd.

Country	Title	Application No./ Registration No.	Issue Date	Owner of Record
United States	PHOENIX TECHNOLOGIES AND DESIGN 	Application No. 77825944 Registration No. 3964102	May 24, 2011	Phoenix Technologies Ltd.
Japan	PHOENIX TECHNOLOGIES	Application No. H10-050620 Registration No. 4354111	Jan 21, 2000	Phoenix Technologies Ltd.
South Korea	PHOENIX TECHNOLOGIES	Application No. 4020027481 Registration No. 4005651260000	Nov 11, 2003	Phoenix Technologies Ltd.
Taiwan	PHOENIX TECHNOLOGIES	Application No. 87029380 Registration No. 894060	Jun 16, 2000	Phoenix Technologies Ltd.