

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, as Administrative Agent		01/20/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PC OPEN INCORPORATED		
Street Address:	8281 Greensboro Drive, Suite 100		
City:	Tysons		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86795005	COMMAND STATION	
Serial Number:	86795150	THERE'S MORE TO BE SEEN	
Serial Number:	86794984	APEX SERVER	
Serial Number:	86794962	OPENEYE WEB SERVICES	
Serial Number:	77963720	OPENEYE	
Serial Number:	77959535	OPENEYE	
Serial Number:	77803517	HEROIC CUSTOMER SERVICE	
Registration Number:	4457651	AVERTX	
Registration Number:	4457649	AVERTX	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	317446-123		

CH \$240.00 86795005

NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	01/21/2021
Total Attachments: 4 source=PC Open - TM Termination and Release#page1.tif source=PC Open - TM Termination and Release#page2.tif source=PC Open - TM Termination and Release#page3.tif source=PC Open - TM Termination and Release#page4.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2021 (“Release”), is made by **SILICON VALLEY BANK**, as Administrative Agent (“Administrative Agent”), in favor of **PC OPEN INCORPORATED**, a Washington corporation (“Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of October 6, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”) by and among the Grantor and Administrative Agent, and the Trademark Security Agreement dated as of January 23, 2020 (“Trademark Security Agreement”) by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on January 24, 2020 at Reel 6844 Frame 0811.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Guarantee and Collateral Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Administrative Agent hereby terminates the Trademark Security Agreement, and discharges, and releases the lien on and security interest in and to the Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto. Administrative Agent understands and agrees that this Release may be recorded with the USPTO at Grantor’s expense.

SECTION 3. Further Assurances. Administrative Agent, at Grantor’s expense, hereby agrees to duly execute and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Administrative Agent will, at Grantor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as Administrative Agent

By: Will Deevy
Name: Will Deevy
Title: Director

Acknowledged and Agreed:

PC OPEN INCORPORATED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

PC OPEN INCORPORATED

By: Dan Ramos
Name: Daniel Ramos
Title: Secretary

SCHEDULE A

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	86795005	12/6/2016	10/21/2015	PC Open Incorporated	Command Station
United States	86795150	7/1/2017	10/21/2015	PC Open Incorporated	There's More to be Seen
United States	86794984	7/5/2016	10/21/2015	PC Open Incorporated	Apex Server
United States	86794962	7/5/2016	10/21/2015	PC Open Incorporated	OpenEyeWeb Services
United States	77963720	10/19/2010	3/19/2010	PC Open Incorporated	OpenEye
United States	77959535	10/19/2010	3/15/2010	PC Open Incorporated	OpenEye
United States	77803517	7/3/2010	8/13/2009	PC Open Incorporated	Heroic Customer Service
United States	4457651	12/31/2013	11/06/2012	AvertX, Inc.	Avert:X
United States	4457649	12/31/2013	11/06/2012	Avert:X, Inc.	Avert:X