

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653369

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900618846

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		05/20/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Catalogic Software, Inc.
Street Address:	1209 Orange Street
Internal Address:	Corporation Trust Center
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2070604	BACKUP EXPRESS
Registration Number:	3854263	BEX
Registration Number:	3883617	BEX INSTANT VIRTUALIZATION
Registration Number:	4682813	CATALOGIC
Registration Number:	4780838	CATALOGIC SOFTWARE
Registration Number:	4391872	ECX
Registration Number:	4342743	NSB
Registration Number:	4391873	DPX

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 5123916177
Email: jray@munsch.com
Correspondent Name: James R Ray
Address Line 1: 1717 W 6th St
Address Line 2: Suite 250
Address Line 4: Austin, TEXAS 78703

TRADEMARK

ATTORNEY DOCKET NUMBER:	14199.6
NAME OF SUBMITTER:	James Ray
SIGNATURE:	/james ray/
DATE SIGNED:	06/11/2021

Total Attachments: 8

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**RELEASE OF
INTELLECTUAL PROPERTY SECURITY INTEREST**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of this 20th day of May, 2021 and granted by SILICON VALLEY BANK, a California corporation, as secured party under the Loan Agreement referred to below (the "Secured Party"), in favor of CATALOGIC SOFTWARE, INC., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 17, 2014, as amended by that certain First Loan Modification Agreement, dated August 19, 2015 (collectively the "Loan Agreement"), between Grantor and Secured Party, the Grantor executed and delivered to the Secured Party, among other agreements, that certain Intellectual Property Security Agreement dated on the same date therewith (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel Number 036397, Frame 0029, and at Reel Number 005603, Frame 0466, on August 20, 2015; and

WHEREAS, on or about May, 2018, the loan and credit arrangement evidenced by the Loan Agreement, terminated and expired (the "Termination Date"), and as of and following the Termination, no amount was due or owing by Grantor to the Secured Party;

WHEREAS, Grantor and Secured Party now desire to evidence the full release by Secured Party of all rights and security interests in and to the IP Collateral as of the Termination Date, and in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on its behalf and on behalf of its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Further Assurances. Secured Party, at the Grantor's expense, agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. 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, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Secured Party:

SILICON VALLEY BANK

By: *Amy Pelletier*
Amy Pelletier (MCC 01, 02, 1004 011)

Name: Amy Pelletier

Title: Vice President

Address for Notices:

3005 Tasman Dr, Santa Clara, CA 95054

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Backup express 2.2	TXu001253051	5/9/2005
Backup express 2.3	TXu001253050	5/9/2005
Backup express : release 1	TXu001080563	1/29/2003
Backup express : version 2.1.0	TXu001080560	1/29/2003
BACKUP EXPRESS RELEASE 3.0	TXu001623933	6/20/2008

EXHIBIT B

Patents

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of performing a high-performance backup which gains efficiency by reading input file blocks sequentially	U.S.	09/347,931	7/6/1999
System and method for high performance enterprise data protection	U.S.	60/693,715	6/24/2005
System and method for high performance enterprise data protection	International	PCT/US2006/0244 78	6/23/2006
System and method for virtualizing backup images	International	PCT/US2006/0244 79	6/23/2006
System and method for high performance enterprise data protection	Australia	2006/262045	6/23/2006
System and method for high performance enterprise data protection	Canada	2,613,359	6/23/2006
System and method for high performance enterprise data protection	China	2006/80030248.6	6/23/2006
System and method for high performance enterprise data protection	China	2011/10070005.8	6/23/2006
System and method for high performance enterprise data protection	Europe	2006/0785435.6	6/23/2006
System and method for high performance enterprise data protection	Japan	2008/518430	6/23/2006
System and method for virtualizing backup images	Australia	2006/262046	6/23/2006
System and method for virtualizing backup images	Canada	2,613,419	6/23/2006
System and method for virtualizing backup images	China	2006/80030218.5	6/23/2006
System and method for virtualizing backup images	Europe	2006/0785436.4	6/23/2006
System and method for virtualizing backup images	Japan	2008/518431	6/23/2006
System and method for high performance enterprise data protection	U.S.	11/993,634	12/21/2007

System and method for virtualizing backup images	U.S.	11/993,643	12/21/2007
System and method for high performance enterprise data protection	India	10087/DELNP/2007	12/26/2007
System and method for virtualizing backup images	India	10093/DELNP/2007	12/26/2007
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	61/058,071	6/2/2008
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	61/058,051	6/2/2008
System and method for virtualizing backup images	Hong Kong	08111717.1	10/24/2008
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	12/349,069	1/6/2009
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	61/166,461	4/3/2009
System and method for high performance enterprise data protection	Hong Kong	10100035.5	1/5/2010
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	12/753,626	4/2/2010
System and method for high performance enterprise data protection	U.S.	13/070,667	3/24/2011
System and method for high performance enterprise data protection	Hong Kong	11113835.9	12/22/2011
System and method for high performance enterprise data protection	Australia	2012/200446	1/25/2012
System and method for high performance enterprise data protection	Europe	2012/0001733	3/14/2012
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	13/420,816	3/15/2012
System and method for high performance enterprise data protection	U.S.	13/555,515	7/23/2012
System and method for virtualizing backup images	U.S.	13/689,224	11/29/2012
System and method for high performance enterprise data protection	Hong Kong	13100864.8	1/18/2013
System and method for high performance enterprise data protection	Japan	2012/123674	5/14/2012
Dedupe Data Bank	U.S.	61/809,212	4/5/2013

Instant Data Center Recovery	U.S.	61/842,554	7/3/2013
Progressive Virtual LUN	U.S.	61/842,563	7/3/2013
System and method for high performance enterprise data protection	Japan	2013/164168	8/7/2013
System and method for high performance enterprise data protection	Europe	13005349.9	11/13/2013
De-Duplication Data Bank	U.S.	14/246,078	4/5/2014
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	14/251,738	4/14/2014
System and method for high performance enterprise data protection	U.S.	14/256,993	4/21/2014
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	14/284,164	5/21/2014
Instant Data Center Recovery	U.S.	14/322,011	7/2/2014
Progressive Virtual LUN	U.S.	14/322,311	7/2/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BACKUP EXPRESS	United States	2,070,604	6/10/1997
BEX	European Community*	9071391	2/23/2011
BEX	United States	3,854,263	9/28/2010
BEX Instant Virtualization	United States	3,883,617	11/30/2010
CATALOGIC	Malaysia	2013017416	12/24/2014
CATALOGIC	Malaysia	2013017420	12/24/2014
CATALOGIC	Malaysia	2013017415	12/24/2014
CATALOGIC	United States	4,682,813	2/3/2015
CATALOGIC	WIPO - Int'l Reg.	1191489	12/18/2013
CATALOGIC SOFTWARE (& Design)	United States	4780838	7/28/2015
 CATALOGIC			
DPX	Japan	5612844	9/6/2013
DPX	United States	4,391,873	8/27/2013
ECX	Japan	5612845	9/6/2013
ECX	United States	4,391,872	8/27/2013
NSB	United States	4,342,743	5/28/2013

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REEL: TRADE MARK: 0477

REEL: 007325 FRAME: 0353