# OP \$40.00 5785671

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM682520

| SUBMISSION TYPE:      | NEW ASSIGNMENT               |
|-----------------------|------------------------------|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type     |
|---------------------|----------|----------------|-----------------|
| Silicon Valley Bank |          | 10/19/2021     | Chartered Bank: |

## **RECEIVING PARTY DATA**

| Name:           | Graylog, Inc.                 |  |
|-----------------|-------------------------------|--|
| Street Address: | 1301 Fannin Street Suite 2140 |  |
| City:           | Houston                       |  |
| State/Country:  | TEXAS                         |  |
| Postal Code:    | 77002                         |  |
| Entity Type:    | Corporation: DELAWARE         |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5785671 | GRAYLOG   |

## **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.

Email: kcape@dmc-law.com

Correspondent Name: Kelly Cape

Address Line 1: 1301 W. 25th Street Suite 560

Address Line 4: Austin, TEXAS 78705

| NAME OF SUBMITTER: | Kelly Cape   |
|--------------------|--------------|
| SIGNATURE:         | /Kelly Cape/ |
| DATE SIGNED:       | 10/20/2021   |

### **Total Attachments: 7**

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#### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of October 19, 2021 and granted by SILICON VALLEY BANK, a California corporation (the "Secured Party"), in favor of GRAYLOG, 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 April 30, 2019 (the "Loan Agreement") among the Grantor and Secured Party, the Grantor executed and delivered to the Secured Party that certain Intellectual Property Security Agreement by and between the Grantor and the Secured Party dated as of April 30, 2019 (the "IP Security Agreement" and, together with the Loan Agreement, the "Security Documents");

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

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6634, Frame 0137 on May 1, 2019; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release 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 Intellectual Property Collateral pursuant to the Security Documents.

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

- 1. Release of Security Interest. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Security Documents and terminates, releases and discharges any and all security interests that it has pursuant to the Security Documents 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 its intellectual property, including, without limitation the following (collectively, the "Intellectual Property 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 <a href="Exhibit C">Exhibit C</a> attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (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. <u>Further Assurances</u>. Secured Party 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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.

SILICON VALLEY BANK

~ DocuSigned by: Peter Rasimas -4119284C233140E

Name: Peter Rasimas

Title: Vice President

Address for Notices: 3003 Tasman Drive,

HF150

Santa Clara, CA 95054

# EXHIBIT A

# **COPYRIGHTS**

None.

# EXHIBIT B

# **PATENTS**

None.

# EXHIBIT C

# TRADEMARKS

| Mark      | Registration Number  | Registration Date |
|-----------|--|-------------------|
| GRAYLOG   | U.S. Trademark Application<br>Serial Number 88102875                   | September 3, 2018 |
| GRAYLOG 2 | Deutsches Patent und Markenamt<br>Certificate number 20 2014<br>046246 | July 30, 2014     |

# EXHIBIT D

## MASK WORKS

None.

**RECORDED: 10/20/2021** 

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