

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SILICON VALLEY BANK		11/16/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INVICTI SECURITY LIMITED		
<b>Street Address:</b>	MIRABILIS BUILDING, TRIQ L-INTORNJATUR		
<b>Internal Address:</b>	MRIEHEL		
<b>City:</b>	BIRKIRKARA		
<b>State/Country:</b>	MALTA		
<b>Postal Code:</b>	CBD 3050		
<b>Entity Type:</b>	Limited Liability Company: MALTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3140263	ACUNETIX	
<b>Registration Number:</b>	5941468	ACUSENSOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	9498527792		
<b>Email:</b>	ipprosecution@orrick.com, jgaines@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP		
<b>Address Line 1:</b>	2050 Main Street, Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	44580-20		
<b>NAME OF SUBMITTER:</b>	Juliana Gaines		
<b>SIGNATURE:</b>	/Juliana Gaines/		
<b>DATE SIGNED:</b>	11/18/2021		
<b>Total Attachments: 4</b>			
source=Closing Copy - Termination and Release of Trademark Security Agreement - NetSparker (002)#page1.tif			
source=Closing Copy - Termination and Release of Trademark Security Agreement - NetSparker (002)#page2.tif			
source=Closing Copy - Termination and Release of Trademark Security Agreement - NetSparker (002)#page3.tif			

CH \$65.00 3140263



**TERMINATION AND RELEASE OF  
TRADEMARK SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of November 16, 2021 by **SILICON VALLEY BANK**, as Administrative Agent (the “*Assignee*”), in favor of **INVICTI SECURITY LIMITED**, a limited liability company registered under the laws of Malta with company registration number C 35596 and having its registered office situated at Mirabilis Building, Triq 1-Intornjatur, Mriehel, Birkirkara CBD 3050, Malta (previously Level 10, Portomaso Business Tower, Portomaso, St Julians STJ 4011, Malta) (the “*Grantor*”).

**WHEREAS**, the Grantor executed and delivered a Trademark Security Agreement dated as of October 6, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “*Grant*”) granting the Assignee a security interest in and lien on certain trademarks and trademark applications (“*Trademarks*”) described therein, which was recorded with the United States Patent and Trademark Office (“*USPTO*”) on October 16, 2020, at Reel 7078, Frame 0591;

**WHEREAS**, Grantor has requested that Assignee hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Trademarks as herein provided; and

**WHEREAS**, Grantor has requested that the Assignee provide a document suitable for recording with the USPTO to evidence the release of the Assignee’s security interests in and liens on the certain Trademarks as herein provided.

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

1. As relates to the Grantor, the Assignee, without representation or warranty of any kind, hereby releases, terminates the Grant and releases, terminates and discharges all liens and security interests in Grantor’s right, title and interest in, to and under the Trademarks, and all goodwill associated therewith, including those certain Trademarks identified in Schedule I hereto.
2. The Assignee, without representation or warranty of any kind, authorizes and requests that this Termination and Release be recorded at the USPTO.
3. The Assignee agrees to 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, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Termination and Release.

THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**SILICON VALLEY BANK,**  
as Administrative Agent



By: \_\_\_\_\_

Name: Andy de Vaux

Title: Director

SCHEDULE I TO  
TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Registered Trademarks/Trademark Applications

Trade Mark	Country/Region	Classes	Registration no.	Identifying comments
Acoustic	USA	089-Primary Class, US Classes:	8140283	US serial no. 7871279
Acoustic	USA	089-International Class	8941468	US serial no. 88174340
Acoustic	China	Class 38	3382196A	(pending class 9 and 41 due to opposition from High Tech Zone Foreign Invest Int Trade Company)
Acoustic	Hong Kong	Class 9, 38, 41	30487274	
Acoustic	Brazil	Class 38	813184133	
Acoustic	Brazil	Class 9	813184044	
Acoustic	Brazil	Class 41	813184014	

ny-2275362