

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690886

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Second Intellectual Property Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Golub Capital LLC, as Agent		11/24/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CloudBees, Inc.
<b>Street Address:</b>	940 Main Campus Drive, Suite 350
<b>City:</b>	Raleigh
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27606
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Electric Cloud, Inc.
<b>Street Address:</b>	125 S. Market St., Suite 400
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	88174492	CLOUDBEES CORE
<b>Registration Number:</b>	4778534	ELECTRICACCELERATOR HUDDLE
<b>Registration Number:</b>	4791508	ELECTRICFLOW
<b>Registration Number:</b>	4463525	ELECTRICDEPLOY
<b>Registration Number:</b>	3332746	ELECTRICCOMMANDER
<b>Registration Number:</b>	3320939	ELECTRICACCELERATOR
<b>Registration Number:</b>	3206947	ELECTRICINSIGHT
<b>Registration Number:</b>	2968099	ELECTRIC MAKE
<b>Registration Number:</b>	2917954	ELECTRIC CLOUD

## CORRESPONDENCE DATA

Fax Number: 6173417701

TRADEMARK

**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:** 617-951-8132  
**Email:** linda.salera@morganlewis.com  
**Correspondent Name:** Linda A. Salera, Senior Paralegal  
**Address Line 1:** One Federal Street  
**Address Line 2:** c/o Morgan, Lewis & Bockius LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>NAME OF SUBMITTER:</b>	Linda A. Salera
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<b>SIGNATURE:</b>	/Linda A. Salera/
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<b>DATE SIGNED:</b>	11/29/2021
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**Total Attachments: 6**

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**TERMINATION AND RELEASE OF  
SECOND INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Second Intellectual Property Security Agreement (this "Trademark Release") is made as of November 24, 2021, by **GOLUB CAPITAL LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (as defined in the Loan and Security Agreement referenced below) ("Agent"), **CLOUDBEES, INC.**, a Delaware corporation ("CloudBees") and **ELECTRIC CLOUD, INC.**, a Delaware corporation ("Electric Cloud") and, together with CloudBees, individually and collectively, the "Grantor").

WHEREAS, Grantor entered into that certain Loan and Security Agreement, dated as of May 16, 2018, by and among the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor entered into that certain Intellectual Property Security Agreement in favor of Agent, dated as of May 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "First IPSA"), to grant to the Agent for the benefit of the Lenders a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under all of the Intellectual Property Collateral (the "Intellectual Property Collateral"), including without limitation, the following: (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) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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"); and (c) 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 (other than applications filed on an "intent to use" basis), including without limitation those set forth on Exhibit C attached hereto (collectively the "Trademarks");

WHEREAS, pursuant to the IPSA, the Agent's Security Interest in Trademarks was recorded with the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on May 17, 2018 at Reel 006332, Frame 0137 and Reel 006431, Frame 0680;

WHEREAS, Electric Cloud entered into a Joinder Agreement, dated as of May 29, 2019 (the "Joinder Agreement"), pursuant to which Electric Cloud became a Guarantor and a Loan Party under the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement and the Joinder Agreement, the Grantor entered into that certain Second Intellectual Property Security Agreement, dated as of May 29, 2019 (the "Second IPSA") in which the Grantor granted to the Agent a Security Interest in Trademarks which was recorded with the USPTO on July 2, 2019 at Reel 006685, Frame 0273; and

WHEREAS, the Grantor has requested that the Agent execute this Trademark Release in order to terminate and release the Agent's Security Interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.
2. Release of Lien. The Agent hereby terminates the Security Interest in Trademarks and hereby, without any representation or warranty, (i) terminates, cancels and releases its Security Interest and all other liens and security interests that it has in, to and under the Trademarks and (ii) reassigns, grants and conveys to each Grantor any and all right, title and interest it has in the Trademarks, in each case, including, without limitation, those Trademarks referred to on Exhibit C attached hereto and all the goodwill of the businesses with which the Trademarks are associated.
3. Authorization to Record. The Agent authorizes and requests that this Trademark Release be filed with the USPTO and any applicable government officer record this Trademark Release.
4. Governing Law. This Trademark Release and the rights and obligations of the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

This Trademark Release may be executed in any number of separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Release by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the undersigned has caused this Trademark Release to be duly executed as of the date first written above.

**GOLUB CAPITAL LLC**, as Agent

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



Name: Robert G. Tuchscherer

Title: Senior Managing Director

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.

## EXHIBIT C

### Trademarks

Trademark	Status	Application Number Application Date	Registration Number Registration Date	Owner
CLOUDBEES CORE CLOUDBEES CORE	Pending	88174492 10/30/2018		CLOUDBEES, INC.
ELECTRICACCELERATOR HUDDLE ELECTRICACCELERATOR	Registered	86270269 5/2/2014	4778534 7/21/2015	ELECTRIC CLOUD, INC.
ELECTRICFLOW ELECTRICFLOW	Registered	86244408 4/7/2014	4791508 8/11/2015	ELECTRIC CLOUD, INC.
ELECTRICDEPLOY ELECTRICDEPLOY	Registered	85673751 7/11/2013	4463525 1/7/2014	ELECTRIC CLOUD, INC.

Trademark	Status	Application Number Application Date	Registration Number Registration Date	Owner
ELECTRICCOMMANDER ELECTRICCOMMANDER	Renewed (Registered)	78923843 7/6/2006	3332746 11/6/2007	ELECTRIC CLOUD, INC.
ELECTRICACCELERATOR ELECTRICACCELERATOR	Renewed (Registered)	78787713 1/9/2006	3320939 10/23/2007	ELECTRIC CLOUD, INC.
ELECTRICINSIGHT ELECTRICINSIGHT	Renewed (Registered)	78711999 9/13/2005	3206947 2/6/2007	ELECTRIC CLOUD, INC.
ELECTRIC MAKE ELECTRIC MAKE	Renewed (Registered)	78156518 8/21/2003	2988699 7/12/2005	ELECTRIC CLOUD, INC.
ELECTRIC CLOUD ELECTRIC CLOUD	Renewed (Registered)	78153847 8/13/2003	2917954 1/11/2005	ELECTRIC CLOUD, INC.