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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM690896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of 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**

Name:	CloudBees, Inc.			
Street Address:	940 Main Campus Drive, Suite 350			
City:	Raleigh			
State/Country:	NORTH CAROLINA			
Postal Code:	27606			
Entity Type:	Corporation: DELAWARE			
Name:	Codeship Inc.			
Street Address:	50 Milk Street			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code:	02110			
Entity Type:	Corporation: DELAWARE			

## **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark			
Serial Number:	87528198	DEVOPTICS			
Serial Number:	87471137	MAKE SOFTWARE THAT MATTERS			
Serial Number:	87398772	SOFTWARE AT THE SPEED OF IDEAS			
Registration Number:	5444028				
Registration Number:	5297708	CLOUD BEES			
Registration Number:	5145701	CLOUDBEES			
Registration Number:	4834791	CODESHIP			
Registration Number:	4847367	CODESHIP			
Registration Number:	4264727	BUILDHIVE			
Registration Number:	4047103	CLOUDBEES			

## CORRESPONDENCE DATA

**Fax Number:** 6173417701

TRADEMARK

900658984 REEL: 007508 FRAME: 0028

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

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	11/29/2021

## **Total Attachments: 7**

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "<u>Trademark Release</u>") 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) ("<u>Agent</u>"), **CLOUDBEES, INC.**, a Delaware corporation ("<u>CloudBees</u>") and **CODESHIP INC.**, a Delaware corporation ("<u>Codeship</u>" and, together with CloudBees, individually and collectively, the "<u>Grantor</u>").

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 "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 United States Patent and Trademark Office (the "<u>USPTO</u>") on May 17, 2018 at Reel 006332, Frame 0137 and Reel 006431, Frame 0680; 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. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Loan Agreement.
- 2. <u>Release of Lien.</u> 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

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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. <u>Authorization to Record</u>. The Agent authorizes and requests that this Trademark Release be filed with the USPTO and any applicable government officer record this Trademark Release.
- 4. <u>Governing Law.</u> 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.

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**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

[CloudBees - Signature Page to Trademark Release]

# **EXHIBIT A**

# Copyrights

None.

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# EXHIBIT B

## **Patents**

None.

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# **EXHIBIT C**

# $\underline{Trademarks}$

-			Application Number Application	Registration Number Registration	
Trademark DEVOPTICS	Database	Status	Date	Date	Owner
DEVOPIRES	U.S. Federal	Published	87528198 7040017		Cloudbees,
		(Pending) Intent To Use	7/14/2017		Inc.
MAKE	U.S. Federal	Published	87471137		Cloudbees,
SOFTWARE		(Pending)	6/1/2017		Inc.
THAT MATTERS		Intent To Use			
SOFTWARE AT	U.S. Federal	Published	87398772		Cloudbees,
THE SPEED OF IDEAS		(Pending)	4/5/2017		Inc.
Design Only	U.S. Federal	Registered	87090692	5444028	Cloudbees.
			7/1/2016	4/10/2018	Inc.
CLOUD BEES	U.S. Federal	Registered	87090694	5297708	Cloudbees.
			7/1/2016	9/26/2017	Inc.
CLOUDBEES	U.S. Federal	Registered	87090695	5145701	Cloudbees.
			7/1/2016	2/21/2017	Inc.
CODESHIP	U.S. Federal	Registered	86383009	4834791	Codeship
		Section 44(D)	9/2/2014	10/20/2015	Inc.
CODESHIP	U.S. Federal	Registered	86383014	4847367	Codeship
		Section	9/2/2014	11/3/2015	Inc
		44(D)			
BUILDHIVE	U.S. Federal	Registered	85669639	4264727	Cloudbees,
		2	7/5/2012	12/25/2012	Inc.
CLOUDBEES	U.S. Federal	Registered	85975667	4047103	Cloudbees,
			6/8/2010	10/25/2011	Inc.
CLOUDBEES	Canada	Registered	1506527	TMA825456	Cloudbees,
		(Registered)			Inc.
CODESHIP	EU trade	Registration	12702148	12702148	Codeship Inc
	marks	(Registered)	3/17/2014	\$/13/2014	
CLOUDBEES	Israei	Registration	237441		Cloudbees,
		(Registered)	12/7/2010		Inc.
CLOUDBEES	India	Registration	2064910		Cloudbees,
		(Registered)	12/8/2010		Inc
CLOUDBEES	International	Registration		1317526	Cloudbees,
	Register	(Registered)		8/16/2016	Inc.
cloud bees	International	Registration		1331418	Cloudbees,
	Register	(Registered)		8/16/2016	Inc.

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			Application Number Application	Registration Number Registration	
Trademark	Database	Status	Date	Date	Owner
ರು	International	Registration		1330971	Cloudbees,
	Register	(Registered)		8/16/2016	Inc.
CLOUDBEES	International	Registration		1072994	Cloudbees,
	Register	(Registered)		12/7/2010	Inc.
DEVOPTICS	International	Unpublished	87528198		Cloudbees,
	Register	Application (Pending)			Inc.

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**RECORDED: 11/29/2021**