# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM708439

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Reel 7209, Frame 0681)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Collateral Agent		12/07/2021	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Aternity LLC	
Street Address:	125 Cambridge Park Drive	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02140	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	88953676	DEM-Q

#### **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: 8004945225

Email: ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

1025 CONNECTICUT AVE., NW, STE. 712 Address Line 1:

Address Line 2: COGENCY GLOBAL INC. Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1556302 1L TM REL 4
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/15/2022

#### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Agreement</u>") dated as of December 7, 2021, is made by Morgan Stanley Senior Funding, Inc., as Collateral Agent (the "<u>Secured Party</u>"), in favor of Riverbed Technology, Inc., a Delaware corporation and Aternity LLC, a Delaware limited liability company (each a "Pledgor" and collectively, the "Pledgors").

#### WITNESSETH:

WHEREAS, in connection with that certain Security Agreement dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Secured Party was granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the applicable Trademark Security Agreement) from the Pledgors (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Security Agreement, as applicable);

WHEREAS, pursuant to the Security Agreement, Pledgors executed and delivered that certain Trademark Security Agreement, dated as of April 24, 2015, that certain Trademark Security Agreement, dated as of July 3, 2019, that certain Trademark Security Agreement dated as of December 31, 2020, and that certain Trademark Security Agreement Supplement dated as of October 13, 2021 (collectively, the "<u>Trademark Security Agreements</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement dated as of April 24, 2015 was recorded by the United States Patent and Trademark Office on May 1, 2015 at Reel/Frame 5508/0033;

WHEREAS, the Trademark Security Agreement dated as of July 3, 2019 was recorded by the United States Patent and Trademark Office on July 10, 2019 at Reel/Frame 6691/0106;

WHEREAS, the Trademark Security Agreement dated as of June 16, 2020 was recorded by the United States Patent and Trademark Office on June 17, 2020 at Reel/Frame 6972/0269;

WHEREAS, the Trademark Security Agreement dated as of December 31, 2020 was recorded by the United States Patent and Trademark Office on March 3, 2021 at Reel/Frame 7209/0681 and 7209/0689;

WHEREAS, the Trademark Security Agreement dated as of October 13, 2021 was recorded by the United States Patent and Trademark Office on October 14, 2021 at Reel/Frame 7452/0007; and

WHEREAS, the Secured Party now wishes to release its liens on, and security interests in, the Trademark Collateral (as defined in the Trademark Security Agreements), including, without limitation, the trademarks as set forth on <u>Schedule A</u> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Secured Party hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns to each Pledgor any and all right, title and interest that it may have in or to the Trademark Collateral of such Pledgor pursuant to the Security Agreement and the Trademark Security Agreements, in each case without recourse to the Secured Party and without representation or warranty of any kind.
- 2. <u>Recordation</u>. The Pledgors or their authorized agent is authorized to record this Agreement with the USPTO.
- 3. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties under this agreement shall be construed in accordance with and governed by the laws of the State of New York.
- 4. <u>Further Assurances</u>. The Secured Party shall take all further actions, and provide to the Pledgors and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Pledgors, and at Pledgors' cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

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

MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

Name: Lisa Hanson

Title: Authorized Signatory

[Signature Page to 1L Trademark Release]

### EXHIBIT I

## TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame 7209/0681

Owner	Mark	Application Number/Date	Registration Number/Date
		88/953,676	
Aternity LLC	DEM-Q	6/8/2020	

**RECORDED: 02/15/2022**