TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM737187

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Trademarks Recorded at Reel 5592, Frame 0067

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		07/05/2019	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Tufin Software Technologies Ltd.		
Street Address:	Toha Tower 5 Hashalom Rd.		
City:	Tel Aviv		
State/Country:	ISRAEL		
Postal Code:	6789205		
Entity Type:	Limited Company: ISRAEL		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77414779	TUFIN
Serial Number:	77414787	SECURECHANGE

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: 2128192511

Email: iprecordations@whitecase.com Kate Andes/ White & Case LLP **Correspondent Name:** Address Line 1: 1221 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1150210-0011-CM65
NAME OF SUBMITTER:	Kate Andes
SIGNATURE:	/Kate Andes/
DATE SIGNED:	06/27/2022

Total Attachments: 6

source=Talon - Trademark Release#page1.tif source=Talon - Trademark Release#page2.tif source=Talon - Trademark Release#page3.tif

> **TRADEMARK** REEL: 007762 FRAME: 0814

900703192

source=Talon - Trademark Release#page4.tif source=Talon - Trademark Release#page5.tif source=Talon - Trademark Release#page6.tif

> TRADEMARK REEL: 007762 FRAME: 0815



July 5th, 2019

Tufin Software Technologies Ltd. Toha Tower 5 Hashalom Rd. Tel Aviv, ISR 6789205

Attn: Jack Wakileh

Re: Pay-Off Letter

Dear Jack Wakileh:

We refer to the Loan and Security Agreement dated as of **August 4**th, **2015** (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between **Tufin Software Technologies Ltd.**, a **Tufin North America Inc.** ("Borrower") and Silicon **Valley Bank** ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of July 5th, 2019 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$ 0.00	
Interest	\$ 0.00	
Unused Revolving Line Facility Fee	\$ 416.42	
Statement Fee	\$ 15.00	
Total Amount Owing	\$ 431.42	

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$ 104.10. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number 3301332266 maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any

SV8 Restricted

other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further acrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' tees and expenses).

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

SVB Restricted

Very truly yours,	Acknowledged by:
SILICON VALLEY BANK By: State	TUFIN SQUIDWARE TECHNOLOGIES LTD By: July Wakilulu Name Performantifien
itte: <u>Ad. D. Essarro R.</u>	Title: <u>CEO</u>
Acknowledged by:	
ruma animalanin kinimu akimina aki	
TUFIN <u>SOFTWAR</u> E NORTH AMERICA, INC Buk Wakilulu	

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

□ GLS COLLATERAL - RECEIVED _____

DoguSign Envelope 10: 7100040E PS\$7-4118-\$287-A60882887020

Title: CFO...

SVB Restricted

Docubign Envelope ID: 7100340E F587-4116-6207-A000B2867D29

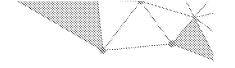
Exhibit A

Bank Services Agreements

- 1) BCC-00000052627, 200039235CHARGECRD1, 00000054890
- 2) LC-00000057810
- 3) FX ~ 200039235FXPRESTTL1

SV8 Restricted

TRADEMARK REEL: 007762 FRAME: 0819



Date: July 4, 2019

To Silicon Valley Bank 275 Grove Street, Suite 2-200 Newton, Massachusetts 02466 Attn: Mr. Dave Reich

Fax: +(617) 527-0177 Email: <u>Dreich@syb.com</u>

Dear Sir/Madame,

Re: Notice of Termination

Reference is made to that certain loan arrangement dated as of August 4, 2015, evidenced by, among other documents, a certain Loan and Security Agreement dated as of August 4, 2015, as amended by that certain First Loan Modification Agreement dated as of January 24, 2017, as further amended by that certain Second Loan Modification Agreement dated as of December 28, 2017, as further amended by that certain Third Loan Modification Agreement dated as of April 2, 2018, as further amended by that certain Fourth Loan Modification Agreement dated as of July 19, 2018, and as amended and restated by that certain Amended and Restated Loan and Security Agreement, dated September 27, 2018, between Silicon Valley Bank ("Bank"), Tufin Software Technologies Ltd. ("ISR Borrower") and Tufin North America Inc. ("US Borrower" and together with ISR Borrower, the "Borrower") (the "Loan Agreement"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning herein as in the Loan Agreement.

Pursuant to Section 12.1 of the Loan Agreement, Borrower hereby notifies the Bank of the termination of the Loan Agreement, effective as of three (3) Business Days following the date hereof, on July 5, 2019 (the "**Termination Date**").

As Borrower has fully satisfied all of its Obligations (other than inchoate indemnity obligations), Bank is requested to release all of its Liens in the Collateral such that all rights therein shall revert to Borrower, and provide Borrower with documentation evidencing such release.

Sincerely,

Jack Wakileh

Chief Financial Officer
Tufin Software Technologies I

Tufin Software Technologies Ltd. Tufin North America Inc.

Jack Watilely

Copy: Shibolet with Raved Magriso Benkel & Co. 4 Berkowitz St., Tel-Aviv 64423806

Attn: Einat Weidberg, Adv., Yoav Manor, Adv.

Email: E.Weidberg@shibolet.com, Y.Manor@shibolet.com

TRADEMARK REEL: 007762 FRAME: 0820

Schedule

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
TUFIN	United States of America	77414779	3/6/2008	3752818	2/23/2010	Registered (Renewed)	Tufin Software Technologies Ltd.
SECURECHANGE	United States of America	77414787	3/6/2008	3820090	7/20/2010	Registered (Renewed)	Tufin Software Technologies Ltd.

TRADEMARK REEL: 007762 FRAME: 0821

RECORDED: 06/27/2022