

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784428

<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>
HERCULES CAPITAL, INC., AS AGENT		01/31/2023	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOGICWORKS SYSTEMS CORPORATION		
<b>Street Address:</b>	155 AVENUE OF AMERICAS, 5TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3553030	LOGICWORKS	
<b>Registration Number:</b>	3559945	LOGICWORKS	
<b>Registration Number:</b>	3660318	LOGICWORKS	
<b>Registration Number:</b>	2712178	LOGICWORKS	
<b>Registration Number:</b>	2728228	LOGICWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	12027762046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	330331-104		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	02/03/2023		

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**Total Attachments: 7**

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**TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This Termination and Release of Intellectual Property Security Agreement (this “Termination”), dated as of January 31, 2023, is executed by **HERCULES CAPITAL, INC.**, a Maryland corporation (“Agent”), in favor of **LOGICWORKS SYSTEMS CORPORATION**, a Delaware corporation (the “Grantor”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

**RECITALS**

A. Pursuant to (i) that certain Intellectual Property Security Agreement, entered into as of December 23, 2020 (the “Security Agreement”), executed by the Grantor in favor of Agent, Grantor granted to Agent a security interest in the IP Collateral (defined below).

B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 23, 2020 at Reel 007145 and Frame 0402, to evidence the security interest granted under the Security Agreement.

C. Agent agrees to terminate and release its security interest in the IP Collateral specified below and authorizes Grantor to file this Termination with respect to such release of its security interest as herein provided.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

(a) Agent expressly terminates and releases all of Agent’s right, title and interest in pursuant to the Security Agreement, to and under the following (collectively, the “IP Collateral”):

(i) 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”);

(ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(iii) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions 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”);

(v) 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(ix) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, and all other rights and interests of Grantor related thereto as set forth in the Security Agreement.

(b) Agent expressly terminates and cancels the Security Agreement and, without limiting clause (a) assigns to Grantor all of Agent’s right, title and interest in the IP Collateral.

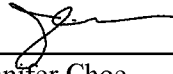
(c) Agent represents and warrants that it has the full power and authority to execute this Termination.

(d) Agent authorizes Grantor to authorize and request the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

**HERCULES CAPITAL, INC.**



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Name: Jennifer Choe

Title: Associate General Counsel

*[Signature Page to Termination and Release of Intellectual Property Security Agreements]*

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**TRADEMARK**  
**REEL: 007960 FRAME: 0304**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C  
Trademarks

Country Code	Literal Mark	Mark Type	Application #	Application Date	Registration #	Registration Date	Publication Date	Applicant's	Expiration	Classes
US	LOGICWORKS	Logotype	77365055	1/7/2008	3553039	12/30/2008	10/14/2008	Logicworks Corporation	Currently Live; Confirming Expiration Date (renewed in 2018)	042: Monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKS	Logotype	77366058	1/7/2008	3558945	1/13/2009	10/28/2008	Logicworks Corporation, Logicworks Systems Corporation	Currently Live; Confirming Expiration Date (renewed in 2018)	042: Application service provider, namely, providing hosting, managing and maintaining applications, software, web sites and databases in the fields of finance, media, publishing, healthcare, software, consulting, e-commerce, retail, manufacturing, insurance and real estate; computer services, namely, computer systems administration for others; monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKS	Logotype	77579992	9/25/2008	3660318	7/28/2009	5/12/2009	Logicworks Corporation, Logicworks Systems Corporation	Currently Live; Confirming Expiration Date (renewed in 2018)	042: Application service provider, namely, providing hosting, managing and maintaining applications, software, web sites and databases in the fields of finance, media, publishing, healthcare, software, consulting, e-commerce, retail, manufacturing, insurance and real estate; computer services, namely, computer systems administration for others; monitoring of computer systems to ensure the constant availability of internet servers to users on the internet First use: 8/1/2008 Use in commerce: 8/1/2008
US	LOGICWORKS	Character mark	78084488	9/19/2001	2712178	4/29/2003	7/30/2002	Digital Telemedia Inc., LOGICWOR KS CORPORATION	4/29/2003	042: monitoring and security administration of internet applications to ensure the constant availability of internet servers to users on the internet First use: 3/1/2002 Use in commerce: 3/1/2002
US	LOGICWORKS	Character mark	78104273	1/23/2002	2738229	8/17/2003	8/24/2002	Digital Telemedia Inc., LOGICWOR KS CORPORATION	8/17/2003	030: Communication services, namely the storage, processing, distribution and administration of digital content and media for use in connection with data transmission networks First use: 3/1/2002 Use in commerce: 3/1/2002



EXHIBIT D

Mask Works

None.