TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792711

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900753229

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Racktop Systems, Inc.		12/27/2022	Corporation:

RECEIVING PARTY DATA

Name:	Signature bank
Street Address:	565 Fifth avenue, 8th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88285084	CYBERCONVERGED

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: 919-838-2048
Email: anliles@smithlaw.com
Correspondent Name: Allison N. Liles
Address Line 1: P.O. Box 2611
Address Line 4: Raleigh, NORTH CAROLINA 27602

ATTORNEY DOCKET NUMBER:	16113.2
NAME OF SUBMITTER:	Allison N. Liles
SIGNATURE:	/s/ Allison N. Liles
DATE SIGNED:	03/08/2023

Total Attachments: 3

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Execution

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Release") is dated as of December 27, 2022 between Racktop Systems, Inc., a Delaware corporation ("Lender") and Signature Bank ("Grantee").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of October 3, 2019 (as the same may be amended, modified, restated or supplemented from time to time, collectively, the "Loan and Security Agreement"), by and between Lender and Grantor, the Grantor granted to Lender a security interest in the Intellectual Property Collateral (as such term is defined in the Security Agreement), as identified on Exhibit A attached hereto (the "Intellectual Property"); and

WHEREAS, Grantor has requested that Lender release, and Lender is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property, including, without limitation, the trademarks, patents and copyrights as set forth on Exhibit A hereto.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender agrees as follows:

1. Release of Security Interest. Lender hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Intellectual Property granted by the Grantor, and agrees and acknowledges that all of the rights and interests of Lender to the Intellectual Property are hereby terminated and released.

2. Recordation of Release. Lender understands and agrees that this Release may be recorded by or for the Grantor with the United States Patent and Trademark Office and the United States Copyright Office and any cost and expense of such recordation shall be borne solely by the Grantor.

3. Further Actions. Lender further agrees to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required to effect the release of Lender's security interest in the collateral described herein, provided that any necessary documents are to be prepared by counsel to Lender and the cost and expense of such documents and actions shall be borne solely by the Grantor.

4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States of America and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Lender has caused this Release to be executed by its duly authorized officer as of the date first written above.

Signature Bank

By: _____
Name: Katherine Wolfe
Title: SVP

Racktop Systems, Inc.

By: Eric Bednash
Name: Eric Bednash
Title: Chief Executive Officer, President

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

EXHIBIT A

Copyrights

None.

Trademarks

Type	Grantor/Owner	Mark	Jurisdiction	Application No.	Filing Date
Application	Racktop Systems, Inc.	CYBERCONVERGED	US	88285084	1/31/2019

Patents

Type	Grantor/Owner	Mark	Jurisdiction	Application No.	Filing Date
Application	Racktop Systems, Inc.	TRANSPARENT DATA MOVEMENT BETWEEN A PRIVATE CLOUD AND STORAGE ECOSYSTEM AND ANOTHER STORAGE SYSTEM	US	15/880,235	1/25/2018