

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863795

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at R/F 3628/0495		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silicon Valley Bank		12/20/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kyriba Corp.		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	Loan Documentation HF154		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3303236	FINANCIAL RISK EXPOSED	
<b>Registration Number:</b>	3303235	FIREAPPS	
<b>Registration Number:</b>	3286734		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	3128767700		
<b>Email:</b>	thomas.buettner@lw.com		
<b>Correspondent Name:</b>	Thomas J. Buettner		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	065041-0009		
<b>NAME OF SUBMITTER:</b>	Thomas J. Buettner		
<b>SIGNATURE:</b>	/tjb/		
<b>DATE SIGNED:</b>	12/26/2023		
<b>Total Attachments: 7</b>			

OP \$90.00 3303236

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## RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of December 20, 2023, by Silicon Valley Bank (the "Lender"), in favor of Kyriba Corp. a Delaware Corporation ("Kyriba") as the purchaser of the Trademark Collateral from Rim Tec Inc. (the "Pledgor"). Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement (as defined below).

WHEREAS, the Pledgor is party to that certain Loan and Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender each dated as of August 26, 2011;

WHEREAS, pursuant to the Security Agreement, the Pledgor pledged and granted to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under the United States trademark registrations listed on Schedule I attached hereto (the "Trademark Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 19, 2007 at Reel 003628, Frame 0495;

WHEREAS, Pledgor repaid all amounts due and owing under the Loan Agreement on or about March 20, 2019 pursuant to the Payoff Letter attached hereto as Annex A (the "Payoff Letter"), and pursuant to the Payoff Letter, Lender has authorized Kyriba to file this Release to evidence the release of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Pursuant to the Payoff Letter, the Lender hereby irrevocably terminates, releases and discharges its lien on and security interest in and to the Trademark Collateral, and re-assigns to the Pledgor any right, title or interest that the Lender may have in or to such Trademark Collateral, all without warranty or representation of any kind.

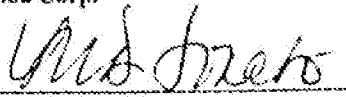
Pursuant to the Payoff Letter, the Lender hereby authorizes the Pledgor, or the Pledgor's authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency.

This Release shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Delaware, without regard to conflicts of law principles or rules that would require the application of the laws of another jurisdiction other than the State of Delaware.

*[Signature Page Follows]*

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

Kyriba Corp.

By: 

Name: Melissa Di Donato

Title: Chief Executive Officer

*Signature Page To Release of Security Interest in Trademark Collateral*

**TRADEMARK**  
**REEL: 008300 FRAME: 0406** —

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**UNITED STATES TRADEMARK REGISTRATIONS**

Registered owner/ Grantor	Trademark	Registration No.
KYRIBA CORP.	FINANCIAL RISK EXPOSED	3303236
KYRIBA CORP.	FIREAPPS	3303235
KYRIBA CORP.	[DESIGN]	3286734

**Annex A**  
**Payoff Letter**



**Silicon Valley Bank**

**March 20, 2019**

RIM TEC, INC.  
8777 North Galney Center Drive Suite 201  
Scottsdale, AZ 85258  
Attn: Corey Edens

**Re: Pay-Off Letter**

Dear Corey Edens,

We refer to the Loan and Security Agreement dated as of August 26, 2011 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between RIM TEC, 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 April 4, 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
Termination Fee	\$	12,500.00
Unused Line Fee	\$	807.29
Statement Fee	\$	15.00
<b>Total Working Capital Loan</b>	<b>\$</b>	<b>13,322.29</b>
Principal	\$	1,900,000.00
Interest	\$	1,187.50
Termination Fee	\$	30,000.00
Final Payment	\$	37,500.00
<b>Total Commercial Loan</b>	<b>\$</b>	<b>1,968,687.50</b>
<b>Total Payoff Amount</b>	<b>\$</b>	<b>1,982,009.79</b>

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 **\$404.51**. 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.

The Pay-Off Amount should be wire-transferred to Bank as follows:

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054  
ABA Routing No. REDACTED  
Account No. REDACTED  
Reference RIM TEC, INC.

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 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 guaranteed 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 agrees 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' fees and expenses).

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.



Very truly yours,

SILICON VALLEY BANK

By: [Signature]  
Name: [Signature]  
Title: VP

Acknowledged by:

RIM TEC, INC.

By: [Signature]  
Name: CORREY D. EDENS  
Title: CEO

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

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED \_\_\_\_\_