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ETAS ID: TM350365

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as the collateral agent		08/03/2015	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Cyan, Inc.		
Street Address:	1383 N. McDowell Blvd., Suite 300		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	CORPORATION: DELAWARE		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	85705995	BLUE PLANET
Serial Number:	85705996	BLUE PLANET
Serial Number:	77064802	
Serial Number:	77064806	CYAN
Registration Number:	4010326	TOWERAWARE
Registration Number:	4132127	Z33
Registration Number:	4135713	Z77

#### CORRESPONDENCE DATA

**Fax Number:** 7036106200

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:** 703-610-6100

**Email:** boxip@hoganlovells.com

Correspondent Name: Valerie Brennan Hogan Lovells US LLP

**Address Line 1:** 7930 Jones Branch Drive, 9th Fl.

Address Line 2: Box IP

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 066299/000161

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NAME OF SUBMITTER: Valerie Brennan				
SIGNATURE:	<b>Ξ:</b> /vb/			
DATE SIGNED:	08/05/2015			
Total Attachments: 4				
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#### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "<u>Termination</u>"), dated as of August 3, 2015, is executed by U.S. Bank National Association, solely in its capacity as the collateral agent ("<u>Collateral Agent</u>"), in favor of Cyan, Inc., a Delaware corporation ("<u>Grantor</u>"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Trademark Security Agreement (defined below).

### **RECITALS**

- A. Pursuant to (i) the Security and Pledge Agreement (as amended) and (ii) that certain Trademark Security Agreement, dated as of December 12, 2014 (the "<u>Trademark Security Agreement</u>"), executed by Grantor in favor of Collateral Agent, Grantor granted to Collateral Agent a security interest in the Trademark Collateral (defined below).
- B. The Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on December 12, 2014, at Reel/Frame 5418/0821 to evidence the security interest granted under the Trademark Security Agreement.
- C. Pursuant to Section 17.06(a)(iv) of the Indenture, the Collateral (as defined in the Indenture) will be released automatically from the Liens securing the obligations of the Grantor and the Subsidiary Guarantors (as defined in the Indenture), the Notes (as defined in the Indenture) and the Related Security Documents (as defined in the Indenture) upon the occurrence of a Fundamental Change (as defined in the Indenture) described in clauses (a) or (b) of the definition thereof.
- D. Grantor has certified to the Collateral Agent that a Fundamental Change (as defined in the Indenture) described in clauses (a) and/or (b) of the definition thereof has occurred.
- E. Collateral Agent agrees to execute this Termination in order to evidence the termination and release of its security interest in the Trademark Collateral specified below.

#### **AGREEMENT**

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

- (a) Collateral Agent expressly terminates and releases all of Collateral Agent's right, title and interest in, to and under the following (collectively, the "<u>Trademark Collateral</u>"):
- (i) all Trademarks of the Grantor, including, without limitation, those set forth on <u>Schedule 1</u> hereto;
- (ii) all Trademark Licenses of the Grantor in connection with the Trademarks described in clause (i) above; and
- (iii) all income, royalties, proceeds and liabilities due or payable, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, except to the extent received by Collateral Agent prior to the date of this Termination in accordance with the terms of the Security and Pledge Agreement.

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- (b) It is understood and agreed that U.S. Bank National Association is entering into this Termination solely in its capacity as Collateral Agent under the Indenture. In acting under this Termination, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.
- (c) Collateral Agent authorizes and requests the Trademark Division of the United States Patent and Trademark Office to record this Termination.

[Signature Page Follows]

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

U.S. BANK NATIONAL ASSOCIATION, solely in its capacity as the Collateral Agent

By:

Name: Paula Oswald Title: Vice Presdient

## **SCHEDULE 1**

# to TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Cyan, Inc.	United States	BLUE PLANET	85/705,995 4649618	8/16/12
Cyan, Inc.	United States	BLUE PLANET	85/705,996 4649619	8/16/12
Cyan, Inc.	United States	BLUEFLAME	77/058,620*	12/6/06
Cyan, Inc.	United States	C Logo	77/064,802 3537636	12/14/06
Cyan, Inc.	United States	CYAN	77/064,806 3537637	12/14/06
Cyan, Inc.	United States	LATENCYAWARE	85/067,721*	6/21/10
Cyan, Inc.	United States	TOWERAWARE	4,010,326	8/9/11
Cyan, Inc.	United States	Z33	4,132,127	4/24/12
Cyan, Inc.	United States	Z77	4,135,713	5/1/12

<sup>\*</sup>Abandoned

**RECORDED: 08/05/2015** 

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