

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM405121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest at Reel/Frame 5119/0356		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OBSIDIAN AGENCY SERVICES, INC.		11/03/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BLACKLINE SYSTEMS, INC.		
<b>Street Address:</b>	21300 Victory Blvd., 12th Floor		
<b>City:</b>	Woodland Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91367		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3371371	IT'S ACCOUNTED FOR.	
<b>Registration Number:</b>	4022105		
<b>Registration Number:</b>	4084274	NO MORE BULLSHEET.	
<b>Registration Number:</b>	4360338	BLACKLINE S Y S T E M S	
<b>Serial Number:</b>	86004666	BLACKLINE SYSTEMS	
<b>Serial Number:</b>	86004675	BLACKLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	14825-7		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	11/10/2016		

CH \$165.00 3371371

**Total Attachments: 3**

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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

THIS RELEASE dated as of November 3, 2016 (this "Release") is made by OBSIDIAN AGENCY SERVICES, INC., a California corporation, acting in its capacity as collateral agent (in such capacity, the "Agent") under that certain Agreement, dated as of September 25, 2013 (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement") by and among BLACKLINE SYSTEMS, INC., a California corporation (the "Debtor") and the Agent. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on September 27, 2013 at Reel 005119, Frame 0356, the Debtor granted to the Agent a continuing security interest in all of the Debtor's right, title and interest in, to and under its owned or thereafter acquired Trademarks, including, but not limited to, those set forth on the attached Schedule A (the "Trademark Collateral");

WHEREAS, the Debtor has requested and the Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreement in the Released Collateral, (b) discharge and release its security interest in the Released Collateral, and (c) reassign any and all rights, title and interest it has in the Released Collateral to the Debtor. The Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Debtor and at the sole expense of the Debtor, to evidence the release and termination of the Agent's security interests in the Released Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE DEBTOR'S AND THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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AGENT:

OBSIDIAN AGENCY SERVICES, INC.

By:  \_\_\_\_\_

Name: Philip Tseng

Title: Vice President

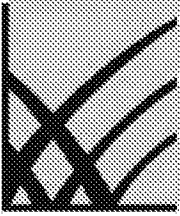

[Signature Page to Trademark Release Agreement]

**TRADEMARK**  
**REEL: 005918 FRAME: 0010**

**SCHEDULE A**

**Trademark Collateral**

**Trademark Registrations:**

<b>JURISDICTION</b>	<b>REGISTERED OWNER</b>	<b>MARK</b>	<b>REGISTRATION NO.</b>
U.S. - Federal	Blackline Systems, Inc.	It's Accounted For	3371371
U.S. - Federal	Blackline Systems, Inc.	No More Bullshead	4084274
U.S. - Federal	Blackline Systems, Inc.	 Design Mark	4022105
U.S. - Federal	Blackline Systems, Inc.	 Blackline Systems & Design Mark	4360338

**Trademark Applications:**

<b>JURISDICTION</b>	<b>REGISTERED OWNER</b>	<b>MARK</b>	<b>APPLICATION NO.</b>
U.S. - Federal	Blackline Systems, Inc.	Blackline Systems	86004666
U.S. - Federal	Blackline Systems, Inc.	Blackline	86004675

**Trademark Licenses:**

None