

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Rights recorded at R/F 6602/0745

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		12/24/2019	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Carbonite, Inc.
Street Address:	Two Avenue de Lafayette
Internal Address:	6th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02111
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3583942	CARBONITE
Registration Number:	4207831	CARBONITE
Registration Number:	2020810	DOUBLE-TAKE
Registration Number:	2066485	NSI
Registration Number:	2245666	NSI SOFTWARE
Registration Number:	3799909	PHANFARE
Registration Number:	3674320	LIVEWIRE
Registration Number:	3776093	DOUBLE-TAKE AVAILABILITY
Registration Number:	3769064	DOUBLE-TAKE BACKUP
Registration Number:	3736938	DOUBLE-TAKE MOVE
Registration Number:	4239253	CARBONITE THE BETTER BACKUP PLAN
Serial Number:	87692735	CARBONITE SAFE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

TRADEMARK

Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 039269-0603

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 12/26/2019

Total Attachments: 4

source=Carbonite - Trademark Release CARBONITE Executed#page1.tif

source=Carbonite - Trademark Release CARBONITE Executed#page2.tif

source=Carbonite - Trademark Release CARBONITE Executed#page3.tif

source=Carbonite - Trademark Release CARBONITE Executed#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, (this “Release”), dated as of December 24, 2019, is made by BARCLAYS BANK PLC, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties, in favor of CARBONITE, INC. (the “Grantor”). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Security Agreement, dated as of March 26, 2019, among the Grantor, any Subsidiaries that became a party thereto, and the Collateral Agent (as may have been amended, restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right title and interest in, to and under certain Intellectual Property, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent a Grant of Security Interest in Trademark Rights, dated as of March 26, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those Trademarks listed on Schedule A hereto), together with all rights, priorities, and privileges related thereto and all rights to sue or otherwise recover at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom but excluding applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantor’s “intent to use” such trademarks or service marks, prior to the filing of an amendment to allege use or a statement of use in the United States Patent and Trademark Office with respect thereto, to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such “intent-to-use” trademark or service mark application under applicable federal law (collectively, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 28, 2019, at Reel/Frame 6602/0745; and

WHEREAS, the Collateral Agent, on behalf of the Secured Parties, wishes to release its security interest in the Trademark Collateral.

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

The Collateral Agent hereby, absolutely, unconditionally, irrevocably and forever:
(a) terminates the Trademark Security Agreement, (b) releases, discharges, terminates and

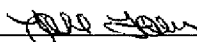
cancels its lien on and security interest in the Trademark Collateral granted in the Security Agreement and/or Trademark Security Agreement, including any and all goodwill relating to the same, in each case without any recourse to the Collateral Agent (whether as the Collateral Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the Collateral Agent (whether as Collateral Agent or in its personal capacity). The Collateral Agent, on behalf of itself and the Secured Parties, authorizes and requests that the Register of Trademarks and any other applicable government officer record this Release.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the day and year first written above.

BARCLAYS BANK PLC, as the Collateral Agent

By:  _____

Name: Jake Lam

Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006826 FRAME: 0179

SCHEDULE A

U.S. TRADEMARKS AND APPLICATIONS

Jurisdiction	Registration No.	Registered Owner	Mark
United States of America	3,583,942	Carbonite, Inc.	CARBONITE
United States of America	4,207,831	Carbonite, Inc.	CARBONITE and Design
United States of America	2,020,810	Carbonite, Inc.	DOUBLE-TAKE
United States of America	2066485	Carbonite, Inc.	NSI
United States of America	2345666	Carbonite, Inc.	NSI SOFTWARE
United States of America	3799909	Carbonite, Inc.	PHANFARE
United States of America	3674320	Carbonite, Inc.	LIVEWIRE
United States of America	3776093	Carbonite, Inc.	DOUBLE-TAKE AVAILABILITY
United States of America	3760664	Carbonite, Inc.	DOUBLE-TAKE BACKUP
United States of America	3736938	Carbonite, Inc.	DOUBLE-TAKE MOVE
United States of America	4239253	Carbonite, Inc.	CARBONITE THE BETTER BACKUP PLAN

Pending Trademark Applications of Carbonite, Inc.

Jurisdiction	Application No.	Filing Date	Applicant	Mark
United States of America	87/692,735	11/21/2017	Carbonite, Inc.	Carbonite Safe