

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 6691/0106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		02/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ATERNITY LLC		
Street Address:	125 CAMBRIDGE PARK DRIVE		
City:	CAMBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	02140		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3817783	ATERNITY	
Registration Number:	4013071	ATERNITY	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0352		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	03/05/2020		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Partial Release of Security Interest in Trademarks (this “Release”) dated as of February 27, 2020, is made by Morgan Stanley Senior Funding, Inc. in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”) in favor of Aternity LLC, a Delaware limited liability company with an office at 125 Cambridge Park Drive, Cambridge, MA 02140 (“Aternity”). Capitalized terms not defined herein shall have the meaning ascribed to them, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, Riverbed Technology, Inc., a Delaware corporation (the “Pledgor”) is a party to that certain Security Agreement dated as of April 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Pledgor and Collateral Agent entered into that certain Trademark Security Agreement, dated July 3, 2019 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office on July 10, 2019 at Reel/Frame 6691/0106;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Pledgor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in (the “Security Interest”) and to all of its right, title and interest in, to and under the Trademark Collateral;

WHEREAS, the Trademark Collateral included the Trademarks listed on Schedule 1 hereto, and effective January 1, 2020, the Pledgor assigned, set over, and transferred to Aternity all of its rights, title and interest in and to such Trademarks, together with the goodwill of the business symbolized thereby, together with all claims for damages by reason of past infringement of such Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives, which assignment was recorded in the United States Patent and Trademark Office on January 2, 2020 at Reel/Frame 6829/0587;

WHEREAS the Pledgor and Aternity have requested that the Collateral Agent now terminate and release its Security Interest in the Trademarks listed on Schedule 1 hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world (the “Released Trademark Collateral”);

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Collateral Agent


hereby terminates and releases the Security Interest in the Released Trademark Collateral which had been pledged and granted to it by Pledgor pursuant to the Security Agreement and the Trademark Security Agreement, without recourse to, or representation or warranty by, the Collateral Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Collateral Agent in the Trademark Collateral, or any other Lien or security interest pledged or granted by Pledgor or Aternity to the Collateral Agent.

Aternity (and any successor to Aternity, including any person or entity hereafter holding any right, title or interest in and to the Released Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office, at Aternity's sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to Partial Release of Security Interest in Trademarks]

Schedule 1

RELEASED TRADEMARKS

Trademark	Jurisdiction	Status	App. No.	Reg. No.
ATERNITY	USA	Registered	77/882002	3817783
ATERNITY	USA	Registered	77/882014	4013071