

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venture Lending & Leasing IV, Inc.		04/14/2011	Corporation: MARYLAND
Venture Lending & Leasing V, Inc.		04/14/2011	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Envivio, Inc.		
Street Address:	400 Oyster Point Blvd., Suite 325		
City:	South San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94080		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2873910	ENVIVIO	
CORRESPONDENCE DATA			
Fax Number:	2149993623		
<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>			
Phone:	2149994487		
Email:	jfulmer@foley.com		
Correspondent Name:	Jason R. Fulmer/Foley		
Address Line 1:	2021 MCKINNEY AVENUE, SUITE 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Jason R. Fulmer		
SIGNATURE:	/Jason R. Fulmer/		
DATE SIGNED:	03/31/2020		
Total Attachments: 4			
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OP \$40.00 2873910

VENTURE LENDING & LEASING IV, INC.
2010 North First Street, Suite 310
San Jose, CA 95131

April 14, 2011

Envivio, Inc.
400 Oyster Point Blvd. Suite 325
South San Francisco, CA 94080

Ladies and Gentlemen:

Envivio, Inc., a Delaware corporation ("**Borrower**"), has paid in full all Obligations (excluding inchoate indemnification obligations) under those certain Loan and Security Agreements dated as of March 10, 2005, August 31, 2005, May 11, 2006, July 31, 2007 and May 30, 2008, respectively, between Borrower and Venture Lending & Leasing IV, Inc., a Maryland corporation ("**Lender**"), as supplemented by the Supplements thereto of even date therewith (as so supplemented, the "**Loan Agreements**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

Lender acknowledges and agrees that:

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Documents (other than any Warrants issued to Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person; provided that Borrower shall continue to be obligated to Lender with respect to any indemnification obligations owed to Lender under the Loan Documents, which shall survive the termination thereof as well as with respect to any obligations under any Warrants issued to Lender's parent company;
- (2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, has been terminated and is of no further force or effect, Lender has been released from any and all obligations, covenants and agreements under the Loan Documents, and Lender does not have any further obligation to make any Loans under the Loan Agreements;
- (3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have had on any of the assets and property, real or personal, tangible or intangible, of Borrower, and any of its Subsidiaries granted

in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, have been terminated and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender has been returned to Borrower; and

(5) Borrower shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Pursuant to the terms of the Pay-Off Letter, Lender has agreed that effective on and after the Pay-Off, (a) if Lender is in or comes into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then Lender shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that Lender shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) Lender shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

This letter may not be amended, modified or waived except in a writing signed by Lender. In the event of any conflict, inconsistency, or incongruity between any provision of this letter and any provision of the Pay-Off Letter, the provisions of the Pay-Off Letter shall govern and control.

This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles.

Very truly yours,

VENTURE LENDING & LEASING IV, INC.,
as Lender

By: _____

Name: Jay Cohan

Title: Vice President

VENTURE LENDING & LEASING V, INC.
2010 North First Street, Suite 310
San Jose, CA 95131

April 14, 2011

Envivio, Inc.
400 Oyster Point Blvd. Suite 325
South San Francisco, CA 94080

Ladies and Gentlemen:

Envivio, Inc., a Delaware corporation ("**Borrower**"), has paid in full all Obligations (excluding inchoate indemnification obligations) under those certain Loan and Security Agreements dated as of July 31, 2007 and May 30, 2008, respectively, between Borrower and Venture Lending & Leasing V, Inc., a Maryland corporation ("**Lender**"), as supplemented by the Supplements thereto of even date therewith (as so supplemented, the "**Loan Agreements**"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

Lender acknowledges and agrees that:

- (1) all of Borrower's outstanding debts, liabilities and obligations to Lender under the Loan Documents (other than any Warrants issued to Lender's parent company) have been satisfied in full and all Persons obligated therefor, whether by guaranty or otherwise, have been released from all liability therefor and Borrower has been released and discharged from any and all obligations, covenants and agreements under the Loan Documents without further action from any Person; provided that Borrower shall continue to be obligated to Lender with respect to any indemnification obligations owed to Lender under the Loan Documents, which shall survive the termination thereof as well as with respect to any obligations under any Warrants issued to Lender's parent company;
- (2) the Commitment to make Loans under the Loan Agreements, to the extent not previously expired, has been terminated and is of no further force or effect, Lender has been released from any and all obligations, covenants and agreements under the Loan Documents, and Lender does not have any further obligation to make any Loans under the Loan Agreements;
- (3) all Liens of any kind, nature, or description, whenever and however arising, which Lender may have had on any of the assets and property, real or personal, tangible or intangible, of Borrower, and any of its Subsidiaries granted in favor of Lender, including Liens created by, arising under, or granted to Lender pursuant to the Loan Documents, have been terminated and released;

(4) all Collateral pledged under the Loan Documents (including stock certificates, related stock powers, promissory notes, instruments and chattel paper) that remains in the possession of Lender has been returned to Borrower; and

(5) Borrower shall hereby be authorized to file such necessary and appropriate UCC termination statements and such other releases, discharges and instruments necessary or appropriate to effect such release, and to record release of liens in patents, trademarks and copyrights for filing in the applicable filing and recording offices.

Pursuant to the terms of the Pay-Off Letter, Lender has agreed that effective on and after the Pay-Off, (a) if Lender is in or comes into possession of any property of Borrower or any of its Subsidiaries or of any proceeds thereof on account of the Obligations, then Lender shall, in the form received, promptly deliver such property and proceeds to Borrower or as Borrower shall direct in writing; provided that Lender shall be permitted to deduct any reasonable out-of-pocket expenses in connection therewith, and (b) Lender shall execute and deliver to you, at your expense, such additional necessary and appropriate UCC termination statements and other release documents, discharges or instruments as you may prepare and reasonably request to effect a complete release of all Collateral.

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This letter shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of California, without regard to conflict of laws principles.

Very truly yours,

VENTURE LENDING & LEASING V, INC.,
as Lender

By: 

Name: Jay Cohan

Title: Vice President