# CH \$140.00 39764

ETAS ID: TM634686

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE INTERNATIONAL, as collateral agent		03/22/2021	Limited Liability Company: ENGLAND

### **RECEIVING PARTY DATA**

Name:	Avast Software, s.r.o.
Street Address:	Pikrtova 1737/1a
City:	Prague 4
State/Country:	CZECH REPUBLIC
Postal Code:	140 00
Entity Type:	Limited Liability Company: CZECH REPUBLIC

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3976488	A
Registration Number:	4299040	WEBREP
Registration Number:	4478615	AVAST SECURELINE
Registration Number:	4909265	GRIMEFIGHTER
Registration Number:	4909266	GRIMEFIGHTER

### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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:** 2028357500

**Email:** dcip@milbank.com **Correspondent Name:** Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.60500
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/

DATE SIGNED:	03/26/2021		
Total Attachments: 4			
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### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") is executed as of March 22, 2021 by CREDIT SUISSE INTERNATIONAL, with an address at One Cabot Square, London E14 4QJ, as collateral agent for the Secured Parties (as defined in the Pledge and Security agreement referred to below) (the "Assignor") in favor of Avast Software, s.r.o., with an address at Pikrtova 1737/1a, Prague 4 – Nusle, 140 00, the Czech Republic (the "Assignee").

### WITNESSETH:

WHEREAS, Avast Software B.V., a company organized under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands, Sybil Software LLC, a Delaware limited liability company, as the U.S. Borrower, Avast Software s.r.o., a company organized under the laws of the Czech Republic, as the Czech Borrower, Avast Holding B.V., a company organized under the laws of the Netherlands with corporate seat in Amsterdam, the Netherlands, as Holdings, certain Restricted Subsidiaries of the Company party thereto from time to time, as Revolving Borrowers, Credit Suisse International, as the Administrative Agent and the Collateral Agent, and the Lenders party thereto from time to time, entered into a Credit Agreement, dated as September 30, 2016 (as amended and/or restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Assignee is party to a U.S. Pledge and Security Agreement, dated September 30, 2016, in favor of the Assignor (as amended and/or restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, the Assignor and the Assignee are party to that certain Trademark Security Agreement, dated as of October 25, 2016 (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee pledged and granted to the Assignor, for its benefit and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under its Trademarks, including those set forth on Schedule I hereto (collectively, the "Trademark Collateral") (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on January 25, 2017, at Reel/Frame 5974/0834; and

WHEREAS, the Assignee desires that the Assignor terminate, release and discharge fully its Security Interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement, the Trademark Security Agreement and this Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. <u>Defined Terms</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Trademark Security Agreement or the Pledge and Security Agreement, as applicable.

- Section 2. <u>Release of Security Interest</u>. The Assignor hereby terminates, releases and discharges fully its continuing Security Interest in the Trademark Collateral, without recourse to or warranty by the Assignor.
- Section 3. <u>Recordation</u>. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the USPTO.
- Section 4. <u>Further Assurances</u>. The Assignor hereby agrees to execute and deliver to the Assignee all termination statements, releases and similar documents that the Assignee (or its agent or designee) shall reasonably request to evidence such termination or release, at the Assignee's sole cost and expense. Any execution and delivery of termination statements, releases, or other documents pursuant to this Section 4 shall be without recourse to or warranty by the Assignor.
- Section 5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.
- Section 6. <u>Counterparts</u>: This Release and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Release will become effective upon the execution and delivery of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page of this Release by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The Assignor may also require that any such facsimile or electronic transmission signatures be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any facsimile or electronic transmission signature delivered.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF TRADEMARK SECURITY INTEREST to be executed and delivered by its duly authorized officer as of the date first set forth above.

# CREDIT SUISSE INTERNATIONAL, as the Collateral Agent

Name: Nishan Srinivasan

Managing Director

Name: Eduardo Trocha

Managing Director

# Schedule I

<u>NO</u> .	MARK	SERIAL NO.	APP. NO.	<u>reg</u> . No.	<u>reg</u> . Date	<u>OWNER</u>
1.	A	77968124	3/25/2010	3976488	6/14/2011	Avast Software s.r.o.
2.	AVAST	79007511	6/22/2004	3082991	4/18/2006	Avast Software s.r.o.
3.	SECURE.ME	79114830	2/21/2012	4322660	4/23/2013	Avast Software s.r.o.
4.	WEBREP	85472821	11/15/2011	4299040	3/5/2013	Avast Software s.r.o.
5.	AVAST! SECURELINE	85598626	4/16/2012	4478615	2/4/2014	Avast Software s.r.o.
6.	GRIMEFIGHTER	86130456	11/27/2013	4909265	3/1/2016	Avast Software s.r.o.
7.	GRIMEFIGHTER	86130463	11/27/2013	4909266	3/1/2016	Avast Software s.r.o.

**RECORDED: 03/26/2021**