# H \$1200,00 72462

# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY COLLATERAL LIEN

## **CONVEYING PARTY DATA**

Name	Execution Date
CAPITALSOURCE FINANCE LLC	03/11/2011

## RECEIVING PARTY DATA

Name:	ACRONIS, INC.
Street Address:	23 3RD AVENUE
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01803

Name:	ACRONIS INC.	
Street Address:	49 MAIN STREET, BOX 186, ROAD TOWN	
City:	TORTOLA	
State/Country:	BRITISH VIRGIN ISLANDS	

Name:	ACRONIS INTERNATIONAL GMBH
Street Address:	c/o BDS CONSULTING AG, VORDERGASSE 3
City:	SHAFFHAUSEN
State/Country:	SWITZERLAND
Postal Code:	CH 8200

# PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	7246211
Patent Number:	7275139
Patent Number:	7603533
Patent Number:	7721138
Patent Number:	7353355
Patent Number:	7366859
•	PATENT

REEL: 025956 FRAME: 0576

7047380
7281104
7475282
7831789
7318135
7636824
7650473
7779221
7886120
7895403
11022887
11244298
11679943
12581199
12563127
12469269
12565525
12694331
12258400
12048580
12115834
12263474
12330650
12263466

#### **CORRESPONDENCE DATA**

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: ip@brownrudnick.com
Correspondent Name: Mark S. Leonardo
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Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23324/56
NAME OF SUBMITTER:	Mark S. Leonardo

#### **Total Attachments: 7**

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# RELEASE OF INTELLECTUAL PROPERTY COLLATERAL LIEN

This RELEASE OF INTELLECTUAL PROPERTY COLLATERAL LIEN, ("Release"), dated as of March 11, 2011, is made by CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent, payment and collateral agent for the lenders under the Credit Agreement (as defined in the Security Agreement as defined below) (in such capacities, "Secured Party").

#### **WITNESSETH:**

WHEREAS, ACRONIS, INC., a Delaware corporation ("Acronis US" or "Grantor"), ACRONIS INC., a British Virgin Islands company ("Acronis BVI" or "Grantor") and ACRONIS INTERNATIONAL GMBH, a Swiss Company (the "Borrower" or "Grantor" and together with Acronis US and Acronis BVI, the "Grantors") and Secured Party are parties to an Amended and Restated Acknowledgement of Intellectual Property Collateral Lien dated as of October 11, 2007 (the "IP Acknowledgement") in which the Grantors granted a security interest in their Intellectual Property (as defined in the Security Agreement dated as of June 29, 2007 by and among Grantors and Secured Party (the "Security Agreement")) in favor of Secured Party, including a security interest in the registered trademarks and trademark applications listed on Schedule I hereto, the registered patents and patent applications listed on Schedule II hereto and copyright registrations listed on Schedule III hereto, to secure all Obligations (as defined in the Security Agreement) of the Grantors;

WHEREAS, in connection with the Grantors' satisfaction of its Obligations to Secured Party, Secured Party desires to release its security interest in the Intellectual Property Collateral, including without limitation, the trademarks listed on <u>Schedule II</u>, the patents listed on <u>Schedule III</u> and the copyrights listed on <u>Schedule IIII</u> and all renewals thereof, and the goodwill of the Grantors' business connected with the use of, and symbolized by, such trademarks, patents and copyrights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases the security interest in, and, without recourse to Secured Party and without any representation or warranty of Secured Party whatsoever, which Secured Party hereby expressly disclaims, reassigns, transfers and conveys to the Grantors, any and all right, title and interest which Secured Party has in or to the Intellectual Property Collateral, including without limitation, the trademarks listed on Schedule I, the patents listed in Schedule II, and the copyrights listed on Schedule III, and more particularly the security interest in and to the trademarks listed on Schedule I, the patents listed on Schedule II, and the copyrights listed on Schedule III. Secured Party agrees that, at the Grantors' sole cost and expense, it shall promptly execute and deliver to the Grantors any and all releases or discharges of its liens and security interests, or any other documents that reassign, transfer or convey the Intellectual Property Collateral to the Grantors, without recourse to Secured Party and without any representation or warranty of Secured Party whatsoever, as may be reasonably requested by the Grantors, prepared by the Grantors, and presented by the Grantors to Secured Party for execution.

Signature Page to Release of Intellectual Property Collateral Lien

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the IP Acknowledgement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

CAPITALSOURCE FINANCE LLC, as the

Secured Party

Name:

Christopher Blagg

Title:

Authorized Signatory

[CapitalSource Finance/Acronis Termination of Intellectual Property Security Agreement Signature Page]

**Schedule I**Registered Trademarks and Trademark Applications

Registration/Application No.	Reel/Frame No.
3,394,062	3680/0473
	3659/0774
	3581/0241
3,153,535	3680/0473
	3659/0774
	3581/0241
78/749,922	3680/0473
	3659/0774
	3581/0241
3,031,537	3680/0473
	3659/0774
	3581/0241
3,176,517	3680/0473
	3659/0774
	3581/0241
3,240,880	3680/0473
	3659/0774
	3581/0241
3,027,138	3680/0473
	3659/0774
	3581/0241
3,145,069	3680/0473
	3659/0774
	3581/0241
78/894,811	3680/0473
	3659/0774
	3581/0241
3,031,580	3680/0473
	3659/0774
	3581/0241
3,143,774	3680/0473
	3659/0774
	3581/0241
3,199,965	3680/0473
	3659/0774
	3581/0241
3,112,039	3680/0473
	3659/0774
	3581/0241

Schedule I

3,326,806	3680/0473
	3659/0774
	3581/0241
3,638,714	3940/0827
3,691,884	4159/0686
3,749,631	4159/0686
3,467,195	3740/0242
	3740/0242
3,517,962	3740/0242
	3740/0242

**Schedule II**Registered Patents and Patent Applications

Patent/Application No.	Reel/Frame No.
7,246,211	019550/0979
7,275,139	019550/0979
	020105/0143
	020645/0969
7,603,533	019550/0979
	020105/0143
7,721,138	019550/0979
	020105/0143
7,353,355	019550/0979
	020105/0143
7,366,859	019550/0979
	020105/0143
7,047,380	019550/0979
	020105/0143
7,281,104	019550/0979
	020105/0143
7,475,282	019550/0979
	020105/0143
7,831,789	020105/0143
7,318,135	020105/0143
7,636,824	020105/0143
7,650,473	020645/0969
7,779,221	020645/0969
7,886,120	024018/0757
7,895,403	024018/0757
11/022,887	020105/0143
11/244,298	020105/0143
11/679,943	020105/0143
12/581,199	024018/0757
12/563,127	024018/0757
12/469,269	024018/0757
12/565,525	024018/0757
12/694,331	024018/0757
12/258,400	022300/0029
12/048,580	022300/0029
12/115,834	022300/0029
12/263,474	022300/0029
12/330,650	022300/0029
12/263,466	022300/0029

Schedule II

# Schedule III Copyrights

None.

# 1809843

Schedule III

PATENT REEL: 025956 FRAME: 0585

**RECORDED: 03/15/2011**