503875966 06/16/2016

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3922615

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT RELEASE AT REEL/FRAME NO. 26088/0261

### **CONVEYING PARTY DATA**

Name	Execution Date
JEFFERIES FINANCE LLC	06/16/2016

#### **RECEIVING PARTY DATA**

Name:	VISION SOLUTIONS, INC.	
Street Address:	15300 BARRANCA PARKWAY	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number
Patent Number:	5907848
Patent Number:	7757116
Application Number:	11702860
Application Number:	12790628

#### **CORRESPONDENCE DATA**

Fax Number: (213)891-8763

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.

Email: ipdocket@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0138
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/16/2016

#### **Total Attachments: 3**

source=F.2ii VS - Patent Release(4554346 4 LA)#page1.tif source=F.2ii VS - Patent Release(4554346\_4\_LA)#page2.tif source=F.2ii VS - Patent Release(4554346 4 LA)#page3.tif

**PATENT** REEL: 039052 FRAME: 0490 503875966

#### SECOND LIEN PATENT SECURITY AGREEMENT RELEASE

This Second Lien Patent Security Agreement Release (this "*Release*") is made effective as of June 16, 2016, by Jefferies Finance LLC, as collateral agent (in such capacity, the "*Collateral Agent*") in favor of Vision Solutions, Inc., a Delaware corporation (the "*Pledgor*").

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, pursuant to which the Pledgor entered into that certain Patent Security Agreement, dated as of March 31, 2011 (the "Patent Security Agreement") whereby the Pledgor granted to the Collateral Agent a security interest in and to certain intellectual property of the Pledgor;

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on April 7, 2011 at Reel 026088 and Frame 0261; and

WHEREAS, in accordance with the provisions of the Security Agreement and the Patent Security Agreement, the Collateral Agent now desires to release its security interest in and to the Patent Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

<u>SECTION 1</u>. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

<u>SECTION 2</u>. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, releases and discharges its security interest in, and reassigns to the Pledgor all right, title and interest to (i) the patents of the Pledgor, including the United States patents and patent applications, listed on <u>Schedule 1</u> attached hereto and (ii) all Proceeds of any of the foregoing (collectively, the "*Patent Collateral*").

SECTION 3. <u>Recordation</u>. The Collateral Agent authorizes and requests the Commissioner of Patents and any other applicable government officer record this Release.

SECTION 4. Governing Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

PATENT REEL: 039052 FRAME: 0491 IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized officer.

JEFFERIES FINANCE LLC,

as Collateral Agent

By;

Name: J. Paul McDonnell Title: Managing Director

REEL: 039052 FRAME: 0492

## SCHEDULE 1

# UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

# United States Patent Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Vision Solutions, Inc.	5.907.848	Method and system for defining transactions from a database log
Vision Solutions, Inc.	7,757,116	Method and system for coordinated multiple cluster failover
Vision Solutions, Inc.	7.895.501	Method for auditing data integrity in a high availability database

# United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
Vision Solutions, Inc.	12/790,628	A method and system for coordinated multiple cluster failover

PATENT REEL: 039052 FRAME: 0493

**RECORDED: 06/16/2016**