

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4593796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PACIFIC WESTERN BANK	09/01/2017
RECEIVING PARTY DATA	
Name:	EBAY INC.
Street Address:	2145 HAMILTON AVENUE
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95125
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14495431
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:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2043.L06US1
NAME OF SUBMITTER:	MEGAN L. REED
SIGNATURE:	/Megan L. Reed/
DATE SIGNED:	09/14/2017
Total Attachments: 5	
source=2043.L06US1 Security Agreement#page1.tif	
source=2043.L06US1 Security Agreement#page2.tif	
source=2043.L06US1 Security Agreement#page3.tif	
source=2043.L06US1 Security Agreement#page4.tif	
source=2043.L06US1 Security Agreement#page5.tif	

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 2043.L06US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pacific Western Bank

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: September 1, 2017

2. Name and address of receiving party(ies):

Name: eBay Inc.

Street Address: 2145 Hamilton Avenue

City: San Jose State: CA Zip: 95125

Country: United States of America

Additional name(s) & address(es) attached? [] Yes
[X] No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 14/495,431

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey L. Ranck

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, Minnesota 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 0.00

Enclosed

Authorized to be charged to deposit account

19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey L. Ranck/Reg. No. 38,590

Name of Person Signing

Jeffrey L. Ranck/
Signature

13 Sept. 2017

Date

Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 043586 FRAME: 0480

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this “Release”) is made as of September 1, 2017 (“Effective Date”), by Pacific Western Bank, a California state chartered bank and successor in interest by merger to Square 1 Bank (“Bank”), in favor of eBay Inc., a Delaware corporation (“eBay”).

WHEREAS, Bank, on the one hand, and Formation Data Systems, Inc., a Delaware corporation (“Debtor”), on the other hand, are parties to that certain Loan and Security Agreement dated as of July 18, 2014 (such agreement, as amended, supplemented or modified, together with all documents, instruments and agreements related thereto, may be collectively referred to herein as the “Loan Documents”);

WHEREAS, in order to secure Debtor’s prompt payment and performance of its obligations under the Loan Documents, Debtor granted to Bank, and Bank currently possesses, a security interest in and lien upon, among other collateral, all of Debtor’s right, title and interest in and to (i) the United States trademark registration listed on Schedule A hereto, including any and all goodwill associated with the use of, and symbolized by, such registered trademark, and any and all trademark rights therein (the “Trademark”) and (ii) the United states patent registrations and patent applications listed on Schedule B hereto (the “Patents”);

WHEREAS, pursuant to the Loan Documents, Debtor and Bank entered into (i) an Intellectual Property Security Agreement dated May 17, 2017 (the “Security Agreement”) for purposes of recording with the United States Patent and Trademark Office (“USPTO”) and (ii) a Supplement to the Security Agreement dated August 22, 2017 (the “Security Agreement Supplement”) for purposes of recording with the USPTO;

WHEREAS, the Security Agreement was recorded in the USPTO on May 30, 2017 at each of Trademark Reel 006072/Frame 0212 and Patent Reel 042527/Frame 0021;

WHEREAS, the Security Agreement Supplement was recorded in the USPTO on August 22, 2017 at Patent Reel 043352/Frame 0541;

WHEREAS, one or more Events of Default (as defined in the Loan Documents) has occurred and is continuing, and under the terms of the Loan Documents, such Events of Default entitle Bank to sell Debtor’s right, title and interest in and to the Trademark and Patents in a foreclosure sale in accordance with the Uniform Commercial Code (the “Code”);

WHEREAS, Debtor has acknowledged such Event of Default and Bank’s right to sell Debtor’s right, title and interest in and to the Trademark and Patents pursuant to the Loan Documents and the Code, and Debtor has given Bank its consent to such sale;

WHEREAS, Bank and eBay have entered into an Asset Purchase Agreement of substantially even date herewith (“Purchase Agreement”) pursuant to which Bank is selling all of Bank’s and Debtor’s right, title and interest in and to the Trademark and Patents to eBay; and

WHEREAS, Bank wishes to release its security interest in the Trademark and Patents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Bank hereby terminates, releases and discharges any security interest in and lien upon the Trademark and Patents that Bank may possess.
2. Bank agrees to take all further actions, and provide to eBay and its successors, assigns and legal representatives, all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as eBay and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

IN WITNESS WHEREOF, Bank has caused this Release to be executed by its duly authorized representative effective as of the Effective Date.

PACIFIC WESTERN BANK

By:  _____

Name: ALAN FAULKNER

Title: SUP

SCHEDULE A

Trademark

MARK	COUNTRY	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE
FormationOne	United States	86644089	May 28, 2015	5187149	April 18, 2017

SCHEDULE B

Patents

Title	Country	App No.	Filing Date	Patent No.	Issue Date
Multi-tenant secure data deduplication using data association tables	United States	14/229,226	March 28, 2014	9,430,490	August 30, 2016
Efficient scalable I/O scheduling	United States	14/229,690	March 28, 2014	9,436,391	September 6, 2016
Dynamic storage tiering based on performance SLAs	United States	14/614,779	February 5, 2015	9,489,137	November 8, 2016
High-Performance Distributed Data Storage System with Implicit Content Routing and Data Deduplication	United States	13/957,849	August 2, 2013	n/a	n/a
Multi-Layer Data Storage Virtualization Using a Consistent Data Reference Model	United States	14/074,584	November 7, 2013	n/a	n/a
Assigning Storage Responsibility in a Distributed Data Storage System with Replication	United States	14/495,431	September 24, 2014	n/a	n/a
Volume Admission Control for High-Performance Distributed Data Storage System	United States	14/673,723	March 30, 2015	n/a	n/a
Data Storage Space Recovery	United States	14/732,605	June 5, 2015	n/a	n/a
Assigning Storage Responsibility in a Distributed Data Storage System with Replication	United States	15/337,836	October 28, 2016	n/a	n/a