

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
SOCIÉTÉ GÉNÉRALE, AS ADMINISTRATIVE AGENT	06/19/2018
RECEIVING PARTY DATA	
Name:	X.COMMERCE, INC.
Street Address:	10401 W. JEFFERSON BOULEVARD
City:	CULVER CITY
State/Country:	CALIFORNIA
Postal Code:	90232
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13841017
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>	
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NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	06/19/2018
Total Attachments: 3	
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this “Termination and Release”), dated as of June 19, 2018, is made by SOCIÉTÉ GÉNÉRALE, as administrative agent (in such capacity, the “Administrative Agent”), in favor of X.COMMERCE, INC. (d/b/a Magento, Inc.), a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement (as defined below).

WITNESSETH

WHEREAS, pursuant to (a) that certain Credit Agreement dated as of November 2, 2015, among the parties thereto (the “Credit Agreement”) and (b) that certain Guarantee and Collateral Agreement dated as of November 2, 2015, among the parties thereto (the “Guarantee and Collateral Agreement”), the Grantor and the Administrative Agent entered into that certain Patent Security Agreement, dated as of November 2, 2015 (the “Patent Security Agreement”), pursuant to which the Grantor pledged, assigned and granted to the Administrative Agent for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement) a security interest in certain Patents including, without limitation, those listed on Schedule A hereto;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2015 at Reel 36935/Frame 942; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of June 19, 2018 the Administrative Agent has agreed to terminate and release any and all security interests it may have in the Patents and re-assign and transfer all of its right, title and interest in the Patents to the Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without representation, warranty or recourse of whatsoever kind, the Administrative Agent hereby terminates, releases, discharges and cancels all of its security interests in the Patents, and re-assigns, re-conveys and re-transfers any and all rights, title and interest that the Administrative Agent may have in the Patents to the Grantor and authorizes this Termination and Release to be recorded with the United States Patent and Trademark Office. The Administrative Agent agrees to execute and deliver to Grantor and its successors, assigns or other legal representatives all documents that Grantor shall reasonably request to evidence such termination and release. The terms of Section 8.11 and 8.12 of the Guarantee and Collateral Agreement are incorporated herein by reference, mutates mutandis, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

SOCIÉTÉ GÉNÉRALE, as Administrative Agent

By: 
Name: David M. Villa
Title: Director

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN PATENTS**

Pending Patent Applications

<u>Grantor</u>	<u>Patent</u>	<u>Serial Number</u>	<u>Status</u>
X.Commerce, Inc.	SEARCH RESULTS WITH UNIFORMLY DISTRIBUTED CATEGORIES	13/841,017	Patented as U.S. Patent No. 9,286,412 (issued 3/15/2016)