### 506227311 08/28/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6274055

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
TRINITY CAPITAL INC., AS SUCCESSOR IN INTEREST TO TRINITY CAPITAL FUND III, L. P.	08/21/2020

### **RECEIVING PARTY DATA**

Name:	SQL SENTRY, LLC
Street Address:	8936 NO. POINTE EXECUTIVE PARK DR, STE 200
City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078
Name:	PRAGMATIC WORKS SOFTWARE, INC.
Street Address:	8936 NO. POINTE EXECUTIVE PARK DR, STE 200
City:	HUNTERSVILLE
State/Country:	NORTH CAROLINA
Postal Code:	28078

### **PROPERTY NUMBERS Total: 1**

Property Type	Number			
Application Number:	12733219			

### **CORRESPONDENCE DATA**

**Fax Number:** (415)947-2099

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:** 4159472169

Email: qluflood@wsgr.com

Correspondent Name: WILSON SONSINI GOODRICH & ROSATI, P.C.

Address Line 1: ONE MARKET PLAZA, SPEAR TOWER, SUITE 330

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	52764.010
NAME OF SUBMITTER:	QUI LU FLOOD
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	08/28/2020

PATENT 506227311 REEL: 053632 FRAME: 0862

# Total Attachments: 8 source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_# source=SQL\_Sentry\_-\_Trinity\_Capital\_-\_Termination\_and\_Release\_of\_IP\_Security\_Agreement.\_(4843-5672-5960.2)\_#

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), dated as of August 21, 2020, is executed by TRINITY CAPITAL INC., as successor in interest to Trinity Capital Fund III, L. P., a Delaware corporation ("Lender"), in favor of SQL SENTRY, LLC, a Delaware limited liability company ("SQL") and PRAGMATIC WORKS SOFTWARE, INC., a Florida corporation (together with SQL, individually and collectively, the "Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

### **RECITALS**

- A. Pursuant to that certain Intellectual Property Security Agreement, dated as of July 13, 2018 (as amended, the "Security Agreement"), executed by Grantor in favor of Lender, Grantor granted to Lender a security interest in the IP Collateral (defined below).
- B. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on July 16, 2018, at Reel/Frame 046555/0176, to evidence the security interest granted under the Security Agreement.
- C. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 16, 2018, at Reel/Frame 6414/0382 and at Reel/Frame 6381/0393, to evidence the security interest granted under the Security Agreement.
- D. Lender agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

### **AGREEMENT**

- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:
- (a) Lender expressly terminates and releases all of Lender's right, title and interest in pursuant to the Security Agreement, to and under the following (collectively, the "*IP Collateral*"):
- (i) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights";
- (ii) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (iii) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (iv) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "*Patents*");

- (v) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "*Trademarks*");
- (vi) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (vii) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (viii) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (ix) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (x) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- (b) Lender represents and warrants that it has the full power and authority to execute this Termination.
- (c) Lender authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

|Signature Page Follows|

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

TRINITY CAPITAL INC.

·····DocuSigned by:

Susan Echard

Name: Susan Echard

Title: Chief Financial Officer

REEL: 053632 FRAME: 0866

# EXHIBIT A

Copyrights

None.

# EXHIBIT B

# Patents

		Application	Filing	Patent	Issue
Owner	Title	No.	Date	No.	Date
SQL Sentry, LLC	INFOGRAPHIC DISK ACTIVITY INTERFACE AND METHOD FOR DISPLAYING RELATIVE SATURATION OF A COMPUTER DISK SYSTEM	12733219	02/17/2010	8810575	08/19/2014

# EXHIBIT C

# U.S. Trademarks

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Pragmatic Works Software, Inc.	PRAGMATIC WORKS	87448188	05/12/2017	5350469	12/05/2017
Pragmatic Works Software, Inc.	STOP BAD DATA LEGITEST.COM	87181338	09/23/2016	5282695	09/05/2017
Pragmatic Works Software, Inc.	BIXPRESS	86684916	07/07/2015	4881660	01/05/2016
Pragmatic Works Software, Inc.	PRAGMATIC WORKS	86684208	07/06/2015	4898299	02/09/2016
Pragmatic Works Software, Inc.	LEGITEST	86648321	06/02/2015	4900921	02/16/2016
Pragmatic Works Software, Inc.	BI QUICK START	85592731	04/09/2012	4356412	06/25/2013
Pragmatic Works Software, Inc.	DBA XPRESS	85875836	03/14/2013	4469277	01/21/2014
Pragmatic Works Software, Inc.	BI DOCUMENTER	85452104	10/20/2011	4154135	06/05/2012
Pragmatic Works Software, Inc.	BI XPRESS	85451984	10/20/2011	4125636	04/10/2012
Pragmatic Works Software, Inc.	TASK FACTORY	85449595	10/18/2011	4154120	06/05/2012
Pragmatic Works Software, Inc.	MAKING BUSINESS INTELLIGENT	85448783	10/17/2011	4174559	07/17/2012
Pragmatic Works Software, Inc.	PRAGMATIC WORKS	85398085	08/15/2011	4149239	05/29/2012
Pragmatic Works Software, Inc.	BI BLITZ	85599930	04/17/2012	4341096	05/28/2013
SQL Sentry, LLC	PLAN EXPLORER	87444100	05/10/2017	5473272	05/22/2018
SQL Sentry, LLC	SENTRYONE	87106480	07/17/2016	5178372	04/04/2017
SQL Sentry, LLC	SQL SENTRY	78358180	01/27/2004	2920880	01/25/2005

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Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
SQL Sentry, LLC	INTERCERVE	78214276	02/13/2003	2797885	12/23/2003
SQL Sentry, LLC	SQL SENTRY PERFORMANCE ADVISOR	77237534	07/24/2007	3525229	10/28/2008
SQL Sentry, LLC	S1	87634421	10/05/2017	-	-
SQL Sentry, LLC	QUICK TRACE	77478303	05/19/2008	3664705	08/04/2009
SQL Sentry, LLC	SQL SENTRY EVENT MANAGER	77249771	08/08/2007	3401597	03/25/2008

# Foreign Trademarks

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
SQL Sentry, LLC	SENTRYONE (Canada)	1851539	-	-	-
SQL Sentry, LLC	SENTRYONE (European Union)	17085325	08/08/2017	17085325	12/05/2017

EXHIBIT D

Mask Works

None.

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