

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7149721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST REEL/FRAME: 035527 / 0923	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>	<b>Execution Date</b>	
GOLUB CAPITAL LLC	11/30/2017	
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ACTIANCE, INC.	
<b>Street Address:</b>	1400 SEAPORT BLVD.	
<b>City:</b>	REDWOOD CITY	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94063	
<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	7596599	
Patent Number:	7899867	
Patent Number:	7673004	
Patent Number:	7447768	
Patent Number:	8046831	
Patent Number:	7870613	
Patent Number:	8122129	
Patent Number:	7809829	
Patent Number:	7941495	
Patent Number:	8484338	
Patent Number:	8413111	
Patent Number:	9589043	
Patent Number:	9773052	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)862-2200	
<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>		
<b>Phone:</b>	312-862-3210	
<b>Email:</b>	joe.phu@kirkland.com	
<b>Correspondent Name:</b>	JOE PHU	
<b>Address Line 1:</b>	300 NORTH LASALLE	

PATENT

<b>Address Line 2:</b>	KIRKLAND & ELLIS LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	49555-4
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<b>NAME OF SUBMITTER:</b>	JOE PHU
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<b>SIGNATURE:</b>	/Joe Phu/
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<b>DATE SIGNED:</b>	01/31/2022
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**Total Attachments: 8**

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# GOLUB CAPITAL

November 30, 2017

c/o Actiance, Inc.  
1400 Seaport Blvd.  
Redwood City, CA 94063  
Attention: Naresh Bansal, Chief Financial Officer

Re: Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to that certain Loan and Security Agreement, dated as of April 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time through the date hereof, the "**Loan Agreement**"; capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement), by and among Actiance, Inc., a Delaware corporation (the "**Borrower**"), the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (the "**Lenders**") and Golub Capital LLC, as administrative agent for the Lenders (in such capacity, the "**Agent**"), pursuant to which the Agent and the Lenders have provided certain loans and other financial accommodations to the Borrower.

The Agent has been informed by the Borrower that the Borrower will be paying off all of the outstanding Obligations under the Loan Agreement and the other Loan Documents, other than the Surviving Obligations (as such term is defined below). If received by 3:00 p.m. (New York time) on November 30, 2017 (the "**Payoff Date**"), the amount necessary to pay-off, satisfy and discharge in full all of such Obligations (other than the Surviving Obligations) owing by the Borrower to the Agent and Lenders under the Loan Agreement is [REDACTED] (the "**Payoff Amount**", which definition shall include any per diem required below), comprised of (i) [REDACTED] in respect of the principal amount of outstanding Loans and (ii) [REDACTED] in respect of accrued interest, fees and expenses on outstanding Obligations. "**Surviving Obligations**" means the Obligations of the Borrower and the other Loan Parties under the Loan Agreement and the other Loan Documents (including, without limitation, indemnification obligations) that by the express terms of the Loan Agreement or such other Loan Documents survive the termination of the Loan Agreement or the repayment of the Loans. If the Payoff Effective Time (defined below) has not occurred by 3:00 p.m. (New York time) on the Payoff Date, the Payoff Amount shall be increased by a per diem of [REDACTED] for each additional day or portion thereof after the Payoff Date until the Payoff Effective Time. The Borrower agrees that the Borrower shall not request, and the Lenders shall not be required to make, any additional extensions of credit under the Loan Agreement on or after the date of this letter, unless this letter is terminated by written notice by the Borrower to the Agent after the date of this letter or otherwise terminated on the Termination Date (as defined below).

This letter confirms that upon receipt by the Agent of (A) the Payoff Amount (including the per diem, if applicable) by wire transfer to the account set forth on Exhibit A hereto, and (B) a copy of this letter duly executed by the Borrower (the "**Payoff Effective Time**"), in each case, without further action by any person: (i) all liens, security interests, pledges, guarantees and other similar encumbrances granted by the Borrower or any of the other Loan Parties in favor of the Agent (for the benefit of the Lenders and itself) or any other Lender in the assets and property of the Loan Parties, real or personal, tangible or intangible, to the extent such liens, security interests, pledges and other similar encumbrances secure the Obligations or are otherwise granted under the Loan Agreement or the other Loan Documents, shall be

automatically released, discharged and terminated (the “**Collateral Release**”), (ii) the Loan Agreement and the other Loan Documents shall be automatically terminated (except in respect of the Surviving Obligations, which shall survive and terminate only in accordance with the terms of the Loan Agreement or other applicable Loan Documents) and all guarantees granted to the Agent (for the benefit of the Lenders and itself) or any other the Lender by the Loan Parties as a guarantee of the Obligations shall be automatically released, satisfied, terminated and discharged (other than in respect of the Surviving Obligations, which shall survive and terminate only in accordance with the terms of the Loan Agreement or other applicable Loan Documents), (iii) all outstanding indebtedness (including, without limitation, for principal, interest, fees and expenses) and other obligations of the Borrower or the other Loan Parties under or relating to the Loan Agreement and the other Loan Documents (including, without limitation, the Obligations (other than the Surviving Obligations, which shall survive and terminate only in accordance with the terms of the Loan Agreement or other applicable Loan Documents)) shall be automatically satisfied in full and automatically discharged and terminated, and (iv) all obligations of the Agent and the Lenders to make loans and any other extension of credit under, or with respect to, the Loan Agreement shall be automatically terminated.

From and following the Payoff Effective Time, (i) the Borrower or its designee (including PNC Bank, National Association and Goldman Sachs Middle Market Lending Corp. (collectively, the “**New Lender**”) and its counsel) is authorized to file Uniform Commercial Code (“UCC”) terminations for the financing statements listed on Exhibit B hereto, (ii) the Agent shall deliver or cause to be delivered to the Borrower or its designee (including the New Lender and its counsel) all possessory collateral listed on Exhibit C hereto (and if specifically identified and requested in writing by the Borrower, all other possessory collateral (if any)) which is in the Agent’s possession as collateral for the Obligations, and (iii) the Agent agrees, at the Borrower’s expense, to take all additional steps reasonably requested by the Borrower or the New Lender as may be necessary or advisable to effectuate the Collateral Release or to evidence the consummation of the pay-off contemplated hereby, including, for the avoidance of doubt (w) the preparation and filing of additional UCC termination statements (if any) necessary to effectuate the Collateral Release, (x) the preparation, execution and filing of intellectual property termination agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, (y) the preparation, execution and delivery of termination letters or agreements with respect to deposit accounts, securities accounts or commodity accounts owned by any Loan Party over which the Agent has “control” (as defined under the UCC) as collateral for the Obligations and (z) the preparation, execution and delivery of any termination letters with respect to any landlord or bailee agreements that have been executed in favor of the Agent to enhance its security interest in the collateral for the Obligations. The Borrower and each Loan Party agree, on a joint and several basis, to pay the Agent for all out-of-pocket costs and expenses incurred by the Agent in connection with the matters referred to in the foregoing sentence, and each acknowledges that the Agent’s execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower and each other Loan Party is made without recourse, representation, warranty or other assurance of any kind by the Agent as to the Agent’s or any Lender’s rights in any collateral security for amounts owing under the Loan Agreement and the other Loan Documents, the condition or value of any Collateral, or any other matter. The Borrower and each Loan Party shall continue to be jointly and severally obligated with respect to the Surviving Obligations as provided in the Loan Agreement and the other Loan Documents and the expenses referred to in clause (iii) of this paragraph above.

Solely in connection with the payment of the Payoff Amount at the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) hereby waives the requirement that the Borrower give the Agent any prior written notice of the voluntary prepayment of the Loans or permanent reduction of the Revolving Commitments with respect to the voluntary prepayment and termination contemplated hereby so long as such voluntary prepayment is made by the Termination Date (or such later date as agreed to by the Agent).

After the Payoff Effective Time, the Agent also hereby authorizes the Borrower or its designee (including the New Lender) to deliver a copy of this letter or any other termination or release contemplated hereby to any insurance company, insurance broker, bank, landlord or other person to evidence (and/or reflect on public record) the Collateral Release.

If any payment or transfer (or any portion thereof) to the Agent or any Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, avoided, rescinded, set aside or otherwise required to be returned or repaid, whether in bankruptcy, reorganization, insolvency or similar proceedings involving a Loan Party or otherwise, then such payment or transfer shall immediately be reinstated, without need for any action by any Person, and shall be enforceable against such Loan Party and its successors and assigns as if such payment had never been made (in which case this letter shall in no way impair the claims of the Agent or any Lender with respect to such payment or transfer).

Contingent upon but effective as of the Payoff Effective Time, the Borrower and each other Loan Party, on behalf of itself and its successors, assigns, and other legal representatives (the Borrower and all other Loan Parties collectively, the “**Releasors**” and individually, a “**Releasor**”), hereby jointly, severally, and jointly and severally, absolutely, unconditionally and irrevocably releases, remises and forever discharges each of the Agent and each Lender, each of their respective successors and assigns, and each of their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (the Agent, each Lender and all such other parties collectively, the “**Releasees**” and each a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a “**Claim**” and collectively, “**Claims**”) of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Releasor now owns or holds, has or claims to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the date of this letter, for or on account of, or in relation to, the Loan Documents, as amended and supplemented through the date hereof; provided, that the foregoing release shall not apply to, and none of the Releasors shall be deemed to release, discharge or acquit Agent or any other Lender from their rights or obligations set forth in this letter.

This letter shall terminate immediately at 3:00 p.m. (New York time) on December 4, 2017 if the Payoff Effective Time has not occurred before such time (the “**Termination Date**”). Upon such termination, the Borrower is requested to obtain an updated payoff letter.

This letter shall be governed by the internal laws of the State of New York. No Loan Party may assign its rights, duties or obligations under this agreement without the prior written consent of the Agent.

[Remainder of page intentionally left blank.]

This letter may be signed in multiple counterparts and by different parties on separate counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. One or more counterparts of this letter may be delivered by facsimile, "PDF" or other electronic transmission, with the intention that they shall have the same effect as an original counterpart thereof.

Very truly yours,

GOLUB CAPITAL LLC,  
as the Agent

By:   
Name: Robert G. Luchscherer  
Title: Managing Director

Signature Page to Payoff Letter

PATENT  
REEL: 058906 FRAME: 0165

ACCEPTED AND AGREED TO  
this November 30, 2017

BORROWER:

ACTIANCE, INC.,  
a Delaware corporation

By:

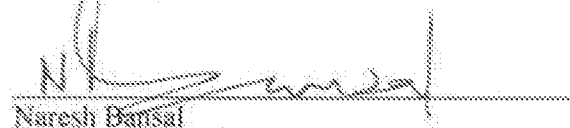
  
Naresh Bansal  
Chief Financial Officer

Exhibit A

Wire Instructions

Payoff Amount:

Bank Name:  
ABA #:  
Account Name:  
Account #:  
Reference:

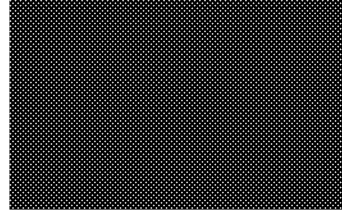
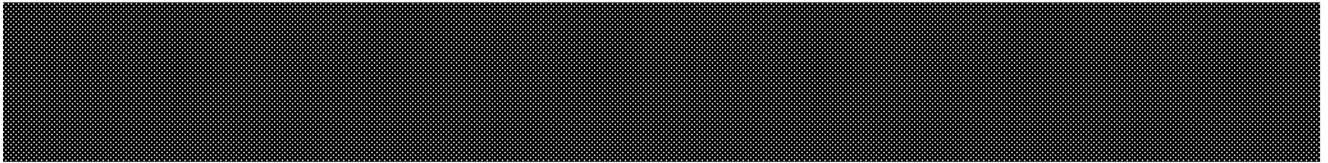


Exhibit A





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**RECORDED: 01/31/2022**

**PATENT**  
**REEL: 058906 FRAME: 0169**