# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM350765

SUBMISSION TYPE:	NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** Release of Intellectual Property Security Agreements

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		08/07/2015	CORPORATION: CALIFORNIA
GOLD HILL CAPITAL 2008, LP		08/07/2015	LIMITED PARTNERSHIP: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	INFUSION SOFTWARE, INC.
Street Address:	1260 South Spectrum Boulevard
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85286
Entity Type:	CORPORATION: DELAWARE

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3439581	
Registration Number:	3439580	
Registration Number:	4225281	INFUSIONSOFT
Registration Number:	3417385	INFUSION SOFTWARE
Registration Number:	3777902	INFUSIONSOFT

## **CORRESPONDENCE DATA**

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com

**Correspondent Name:** Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157504
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/

**TRADEMARK REEL: 005595 FRAME: 0668** 

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DATE SIGNED:	08/07/2015
Total Attachments: 4	
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# RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

August 7, 2015

WHEREAS, INFUSION SOFTWARE, INC., a Delaware corporation (the "Grantor"), granted a security interest in favor of GOLD HILL CAPITAL 2008, LP ("Gold Hill"), a Delaware limited partnership and SILICON VALLEY BANK, a California corporation ("Bank") (Bank and Gold Hill each individually a "Lender" and collectively the "Lenders"), and a lien upon certain trademarks and trademark applications pursuant to that certain Intellectual Property Security Agreement dated March 28, 2012 by Grantor in favor of the Lenders, which was recorded in the United States Patent and Trademark Office on May 1, 2014 at Reel 005272, Frame 0216 ("Security Agreement");

WHEREAS, the Grantor granted an additional security interest to the Lenders and a lien upon certain trademarks as set forth in that certain Intellectual Property Security Agreement dated April 29, 2014, which was recorded on April 30, 2014 at Reel 005271, Frame 0166 (the "Additional Security Agreement") and together with the Security Agreement, (the "Agreements");

WHEREAS, the Grantor has requested and the Lenders have agreed to release and reassign to Grantor the Lenders' interest, pursuant to the Agreements, in all of Grantor's trademarks and trademark applications including the trademarks identified in **Exhibit A** hereto and made a part hereof;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Lenders hereby:

1. release, terminate and discharge all liens and security interests in all of Grantor's right, title and interest in, to and under (i) the Trademarks (as defined in the Additional Security Agreement), and (ii) the trademarks appearing in Exhibit C to the Security Agreement. including, in each case ((i) and (ii)), those trademarks and/or any goodwill associated with any of the trademarks identified in Exhibit A hereto, without recourse or representation or warranty, express or implied of any kind; provided, however, that (a) Bank shall not release any liens or security interests in any of the trademarks and trademark applications identified in Exhibit A hereto pursuant to any other agreement between Bank and Grantor, including, without limitation, pursuant to (x) that certain Third Amended and Restated Loan and Security Agreement between Bank and Grantor dated as of July 30, 2015 (as the same may be amended, modified, supplemented or restated from time to time, the "SVB Loan Agreement") and (y) that certain Amended and Restated Intellectual Property Security Agreement between Bank and Grantor dated as of November 23, 2009, which was recorded on December 29, 2009 at Reel 4121, Frame 0858 (as the same may be amended, modified, supplemented or restated from time to time, the "SVB Security Agreement") and (b) the SVB Loan Agreement and the SVB Security Agreement shall remain in full force and effect and shall not be modified in any way unless otherwise provided in writing signed by Bank;

- 2. authorize and request that the Commissioner for Trademarks at the United States Patent and Trademark Office note and record the existence of the release hereby given; and
- 3. agree that the Lenders shall, at the Grantor's sole cost and expense and at the Grantor's, or their successor's or assign's, reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

[Signature page follows]

IN WITNESS WHEREOF, the Lenders have caused this Release of Intellectual Property Security Agreements to be executed and delivered as of the date first written above.

### LENDERS:

SILICON VALLEY BANK
By: When
Name: Chase Little
Title: Vice Present
GOLD HILL-CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partne
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SIGNATURE PAGE TO RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

# EXHIBIT A TO RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
	3439581	06/03/2008
	3439580	06/03/2008
INFUSIONSOFT	4225281	10/16/2012
INFUSION SOFTWARE	3417385	04/29/2008
INFUSIONSOFT	3777902	04/20/2010

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**RECORDED: 08/07/2015**