# OP \$315.00 443936

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM398243

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Reel 5332 Frame 0244 TL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/07/2016	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	StatSoft, Inc.
Street Address:	One Dell Way
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78682
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark	
Registration Number:	4439369	DATA HEALTH CHECK	
Registration Number:	4162661	DECISIONING PLATFORM	
Registration Number:	4271257	ELECTRONIC STATISTICS TEXTBOOK	
Registration Number:	4268349	MAKING THE WORLD MORE PRODUCTIVE	
Registration Number:	4005255	LIVE SCORE	
Registration Number:	4213291	BETTER DECISIONING	
Registration Number:	1966344	STATSOFT	
Registration Number:	4149030	PREDICTIVE CLAIMS FLOW	
Registration Number:	4216860	PREDICTIVE CLAIMS FLOW	
Registration Number:	4567439	PROCESS DATA EXPLORER	
Registration Number:	4561641	PROCESS TREE VIEWER	
Registration Number:	1942437		

### **CORRESPONDENCE DATA**

Fax Number:

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:** 614-280-3568

**Email:** John.Salvage@wolterskluwer.com

Correspondent Name: CT Corporation

TRADEMARK

900377840 REEL: 005877 FRAME: 0541

4400 Easton Commons Way Address Line 1: Address Line 2: Suite 125 Address Line 4: Columbus, OHIO 43219 NAME OF SUBMITTER: Jennifer Riehl **SIGNATURE:** /Jennifer Riehl/ **DATE SIGNED:** 09/13/2016 **Total Attachments: 4** source=2#page1.tif source=2#page2.tif source=2#page3.tif source=2#page4.tif

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# RELEASE OF SECURITY INTEREST IN TRADEMARKS (TERM LOAN)

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of September 7, 2016 (the "<u>Effective Date</u>"), is made by Bank of America, N.A. in its capacity as Collateral Agent (the "<u>Agent</u>"), in favor of StatSoft, Inc., a Delaware corporation (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Collateral Agreement, dated as of October 29, 2013 by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 29, 2014 (the "<u>Trademark Security Agreement</u>), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 29, 2014 at Reel/Frame 5332/0224;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors. The Agent hereby requests the Commissioner for Trademarks record this Agreement.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Remainder of this page intentionally left blank]

TRADEMARK
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IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Collateral Agent for the Lenders

By:\_

Name: Title:

Henry Pennell Vice President

[Dell - Term Trademark Release]

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# **SCHEDULE 1**

	Registration No.	Title	Owner	Status
1.	4439369	Data Health Check	StatSoft, Inc.	Registered
2.	4162661	Decisioning Platform	StatSoft, Inc.	Registered
3.	4271257	Electronic Statistics Textbook	StatSoft, Inc.	Registered
4.	4268349	Making the World More Productive	StatSoft, Inc.	Registered
5.	4005255	Live Score	StatSoft, Inc.	Registered
6.	4213291	Better Decisioning	StatSoft, Inc.	Registered
7.	1966344	StatSoft	StatSoft, Inc.	Registered
8.	4149030	Predictive Claims Flow	StatSoft, Inc.	Registered
9.	4216860	Predictive Claims Flow	StatSoft, Inc.	Registered
10.	4567439	Process Data Explorer	StatSoft, Inc.	Registered
11.	4561641	Process Tree Viewer	StatSoft, Inc.	Registered
12.	1942437	**Design Only**	StatSoft, Inc.	Registered

[Schedule 1 to Release of Security Interest in Trademarks]

**RECORDED: 09/13/2016** 

TRADEMARK REEL: 005877 FRAME: 0545