# CH \$165.00 225818;

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM409814

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY IN TRADEMARKS-FIRST LIEN

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
WILMINGTON TRUST, N.A.		12/09/2016	NATIONAL ASSOCIATION: UNITED STATES	

### **RECEIVING PARTY DATA**

Name:	KROLL ONTRACK, INC.
Street Address:	9023 COLUMBINE ROAD
City:	EDEN PRAIRIE
State/Country:	MINNESOTA
Postal Code:	55347
Entity Type:	Limited Liability Company: MINNESOTA

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	2258183	DATA ADVISOR	
Registration Number:	1396613	DISK MANAGER	
Registration Number:	1717817	ONTRACK	
Registration Number:	1803474	ONTRACK	
Registration Number:	3491230	ONTRACK SHAREVIEW	
Registration Number:	3491268	SHAREVIEW	

### CORRESPONDENCE DATA

**Fax Number:** 2124552502

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:** (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002593/0002
NAME OF SUBMITTER:	Genevieve Dorment

TRADEMARK
REEL: 005950 FRAME: 0323

SIGNATURE:	/gd/	
DATE SIGNED:	12/21/2016	
Total Attachments: 3		
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of December 9, 2016, from WILMINGTON TRUST, N.A., as Collateral Agent (the "Collateral Agent") to KROLL ONTRACK, INC. (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the Senior Secured First Lien Note Collateral Agreement, dated as of July 3, 2014, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor granted a security interest (the "Security Interest") to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Notice and Confirmation of Grant of Security Interest in Trademarks – First Lien Note dated as of July 3, 2014, among the Collateral Agent and Grantor (the "<u>Trademark Security Agreement</u>"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in the Trademark Collateral (as that term is defined in the Trademark Security Agreement, including those Trademarks listed on Schedule I);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 11, 2014 at Reel 5341 and Frame 0616.

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
- 2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademark Collateral, reassigns any and all such right, title and interest (if any) that the Collateral Agent may have in the Trademark Collateral to the Grantor, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

TRADEMARK
REEL: 005950 FRAME: 0325

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, N.A., as Collateral Agent

By: \_\_\_ Name:

Title:

[CRH Trademark Release - First Lien]

### Schedule I

### Trademarks

Owner	Mark	Reg. Date	Reg. No.
Kroll Ontrack Inc.	DATA ADVISOR	06/29/1999	2,258,183
Kroll Ontrack Inc.	DISK MANAGER8	06/10/1986	1,396,613
Kroll Ontrack Inc.	ONTRACK	09/22/1992	1,717,817
Kroll Ontrack Inc.	ONTRACK	11/09/1993	1,803,474
Kroll Ontrack Inc.	ONTRACK SHAREVIEW	08/26/2008	3,491,230
Kroll Ontrack Inc.	SHAREVIEW	08/26/2008	3,491,268