# OP \$215.00 494524

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM446224

SUBMISSION TYPE:	VEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		10/05/2017	National Banking Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	UNISYS CORPORATION
Street Address:	801 Lakeview Drive
Internal Address:	Suite 100
City:	Blue Bell
State/Country:	PENNSYLVANIA
Postal Code:	19424
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4945240	UNISYS STEALTH
Registration Number:	4950846	AB SUITE
Registration Number:	4955748	CLEARPATH CONNECTION
Registration Number:	4997364	LEIDA
Serial Number:	87106892	LINESIGHT
Serial Number:	87237014	SECURING YOUR TOMORROW
Registration Number:	3847308	HEALTH PAS
Registration Number:	5125401	CLEARPATH FORWARD

## **CORRESPONDENCE DATA**

**Fax Number:** 866959348

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:** 212.808.2700

Email: rizzosd@pepperlaw.com
Correspondent Name: Pepper Hamilton LLP
Address Line 1: 620 EIGHTH AVENUE

Address Line 2: 38th Floor

Address Line 4: NEW YORK, NEW YORK 10018

TRADEMARK REEL: 006176 FRAME: 0317

900424088

ATTORNEY DOCKET NUMBER:	55107.241	
NAME OF SUBMITTER:	Samantha Rizzo	
SIGNATURE:	/Samantha Rizzo/	
DATE SIGNED:	10/06/2017	
Total Attachments: 5		

source=WFB\_Unisys Termination and Release of Security Interest#page1.tif source=WFB\_Unisys Termination and Release of Security Interest#page2.tif source=WFB\_Unisys Termination and Release of Security Interest#page3.tif source=WFB\_Unisys Termination and Release of Security Interest#page4.tif source=WFB\_Unisys Termination and Release of Security Interest#page5.tif

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 5, 2017 ("Effective Date"), by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, (successor to General Electric Capital Corporation, a Delaware corporation) in its capacity as agent for the Lender Group, as such terms are defined in the below defined Credit Agreement (together with its successors in such capacity, "Grantee"), in favor of UNISYS CORPORATION, a Delaware corporation, as borrower ("Grantor").

WHEREAS, reference is made to that certain Credit Agreement, dated as of June 23, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the lenders identified on the signature pages thereof, Grantee, Grantor, Unisys Holding Corporation, Unisys NPL, Inc., and Unisys AP Investment Company I;

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of June 23, 2011, by and among Grantor and Grantee, which was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on June 24, 2011 at Reel 4569, Frame 0333 (the "<u>2011 Trademark Security Agreement</u>"), in which the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the 2011 Trademark Security Agreement, the "<u>2011 Trademark Collateral</u>").

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of September 6, 2016, by and among Grantor and Grantee, which was recorded with the USPTO on October 4, 2016 at Reel 5891, Frame 0421 (the "2016 Trademark Security Agreement"), in which the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the 2016 Trademark Security Agreement, the "2016 Trademark Collateral");

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of January 3, 2017, by and among Grantor and Grantee, which was recorded with the USPTO on January 9, 2017 at Reel 5962, Frame 0096 (the "January 2017 Trademark Security Agreement"), in which the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the January 2017 Trademark Security Agreement, the "January 2017 Trademark Collateral");

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of April 27, 2017, by and among Grantor and Grantee, which was recorded with the USPTO on May 11, 2017 at Reel 6055, Frame 0160 (the "April 2017 Trademark Security Agreement"), in which the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the April 2017 Trademark Security Agreement, the "April 2017 Trademark Collateral");

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement, dated as of May 4, 2017, by and among Grantor and Grantee, which was recorded with the USPTO on August 3, 2017 at Reel 6121, Frame 0981 (the "May 2017 Trademark Security Agreement") (May 2017 Trademark Security Agreement, together with the 2011 Trademark Security Agreement, 2016 Trademark Security Agreement, January 2017 Trademark Security Agreement and April 2017 Trademark Security Agreement, the "Trademark Security Agreements"), in which the Grantor granted to Grantee a security interest in all of the Grantor's right, title and interest in and to the "Trademark Collateral" (as such term is defined in the May 2017 Trademark Security Agreement, the "May 2017 Trademark

LEGAL\_US\_W # 91418906.5

<u>Collateral</u>") (the May 2017 Trademark Collateral, together with the 2011 Trademark Collateral, 2016 Trademark Collateral, January 2017 Trademark Collateral and April 2017 Trademark Collateral, the "<u>Collateral</u>"); and

WHEREAS, Grantee now desires to release its security interest in the Collateral, including, without limitation, the trademark registrations and applications listed on <u>Schedule 1</u> hereto.

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

- 1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its security interest and pledge in the Collateral granted pursuant to the Trademark Security Agreements, and reassigns to Grantor all right, title, and interest of Grantee in the Collateral pursuant to the Trademark Security Agreements.
- 2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Collateral contemplated hereby. Grantee hereby authorizes the Grantor and any of its respective designees to file this Release with the USPTO.
- 3. This Release shall be subject to the provisions regarding governing law, waiver of jury trial, and submission to jurisdiction set forth in Sections <u>8.11</u>, <u>8.13</u>, and <u>8.14</u> of the Guaranty and Security Agreement (as defined in the 2016 Trademark Security Agreement), and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature page follows]

LEGAL US W # 91418906.5

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,

a national banking association, as Grantee

Name: Robert H. Waters, Jr.

Title: Duly Authorized Signatory

# SCHEDULE 1

to

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

# Reel/Frame 5891/0421

41	Serial #: 86706806 Mark: UNISYS STE	<b>Filing Dt:</b> 07/28/2015 ALTH	Reg #: 4945240	Reg. Dt: 04/26/2016
2	Serial #: 86752974 Mark: AB SUITE	Filing Dt: 09/10/2015	Reg #: 4950846	Reg. Dt: 05/03/2016
3	Serial #: 86770075 Mark: CLEARPATH	Filing Dt: 09/28/2015 CONNECTION	Reg # : 4955748	Reg. Dt: 05/10/2016

# Reel/Frame 5962/0096

2	Serial #: 87106892 Mark: LINESIGHT	<b>Filing Dt:</b> 07/18/	2016 <b>Reg</b>	#:NONE	Reg. Dt:
4	Serial #: <u>86824013</u> Mark: LEIDA	Filing Dt: 11/18/2015	Reg #: 4997364	Reg. Dt:	07/12/2016

## Reel/Frame 6055/0160

Serial #: 87237014	Filing Dt: 11/15/2016	Reg #: NONE	Reg. Dt:
Mark: SECURING YOU	R TOMORROW		

## Reel/Frame 6121/0981

1100				
	Serial #: 77848449	Filing Dt: 10/14/2009	Reg #: 3847308	Reg. Dt: 09/14/2010
	Mark: HEALTH PA	S		
2	Serial #: 86770044	Filing Dt: 09/28/2015	Reg #: 5125401	Reg. Dt: 01/17/2017
	Mark: CLEARPATH	H FORWARD		

# Reel/Frame 4569/0333

1	Serial #: 71553827 Mark: UNIVAC	Filing Dt: 04/05/1948	Reg # : 515406	Reg. Dt: 09/20/1949
2	Serial #: 72288674 Mark: BURROUGH	<b>Filing Dt:</b> 01/12/1968	Reg #: 865591	Reg. Dt: 03/04/1969
3	Serial #: 72289077 Mark: BURROUGHS	Filing Dt: 01/18/1968	Reg # : 868643	Reg. Dt: 04/29/1969
4	Serial #: 73092418 Mark: SPERRY	Filing Dt: 07/06/1976	Reg #: 1135565	Reg. Dt: 05/20/1980
5	Serial #: 73360861 Mark: MAPPER	Filing Dt: 04/21/1982	Reg #: 1265599	Reg. Dt: 01/31/1984
6	<b>Serial #:</b> 73627610	Filing Dt: 10/30/1986	Reg #: 1532743	Reg. Dt: 04/04/1989

LEGAL\_US\_W # 91418906.5

	Mark: UNISYS			
7	Serial #: 73742691 Mark: MAPPER	Filing Dt: 07/28/1988	Reg #: 1559781	Reg. Dt: 10/10/1989
8	Serial #: 73791573 Mark: UNIVOX	Filing Dt: 04/04/1989	Reg #: 1587748	Reg. Dt: 03/20/1990
9	Serial # : <u>74126400</u> Mark: LINC	Filing Dt: 12/17/1990	Reg #: 1727143	Reg. Dt: 10/27/1992
10	Serial #: 74191591 Mark: ER MAPPER	Filing Dt: 08/05/1991	Reg #: 1838568	Reg. Dt: 06/07/1994
11 11	<b>Serial #</b> : <u>74274199</u> <b>Mark:</b> UNISYS	Filing Dt: 05/11/1992	Reg #: 1759607	Reg. Dt: 03/23/1993
12	Serial #: 74276023 Mark: INFOCONNE	<b>Filing Dt:</b> 05/14/1992	Reg #: 2310113	Reg. Dt: 01/25/2000
13	Serial #: 74313811 Mark: UNISYS	Filing Dt: 09/14/1992	Reg #: 1814066	Reg. Dt: 12/28/1993
14	Serial #: 74662601 Mark: INFOIMAGE	Filing Dt: 04/17/1995	Reg #: 1963313	Reg. Dt: 03/19/1996
15	Serial #: 75058689 Mark: CLEARPATH	Filing Dt: 02/07/1996	Reg #: 2083268	Reg. Dt: 07/29/1997
16	Serial #: 76076774 Mark: UNISYS	Filing Dt: 06/26/2000	Reg #: 2455492	Reg. Dt: 05/29/2001
17	Serial #: 76079623 Mark: UNISYS	Filing Dt: 06/28/2000	Reg #: 2455513	Reg. Dt: 05/29/2001
18	Serial #: 76546218 Mark: EXECUPOINT	Filing Dt: 09/08/2003	Reg #: 2928547	Reg. Dt: 03/01/2005
19	Serial #: 76546230 Mark: AIRCORE	Filing Dt: 09/08/2003	Reg #: 3114620	Reg. Dt: 07/11/2006
20	Serial #: 77246160 Mark: CLEARPATH	Filing Dt: 08/03/2007	Reg #: <u>3381635</u>	Reg. Dt: 02/12/2008
21	Serial #: 77246184 Mark: CLEARPATH	Filing Dt: 08/03/2007	Reg #: <u>3381636</u>	Reg. Dt: 02/12/2008
22	Serial #: 78973434 Mark: SECURITY U	Filing Dt: 09/13/2006 NLEASHED	Reg #: <u>3367240</u>	Reg. Dt: 01/08/2008
23	<b>Serial #:</b> <u>85273052</u> <b>Mark:</b> S-PAR	Filing Dt: 03/22/2011	Reg #: 4117355	Reg. Dt: 03/27/2012

LEGAL\_US\_W # 91418906.5

**RECORDED: 10/06/2017**