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ETAS ID: TM530869

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: Partial Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		07/08/2019	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Artesyn Embedded Computing, Inc. (f/k/a Emerson Network Power - Embedded Computing, Inc.)
Street Address:	2900 S. Diablo Way
Internal Address:	Suite 190
City:	Тетре
State/Country:	ARIZONA
Postal Code:	85282
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3388682	CENTELLIS
Registration Number:	3696676	COMSTRUCT
Registration Number:	2971749	KATANA
Registration Number:	3423304	KOSAI
Registration Number:	2957553	SPIDERWARE
Registration Number:	4020030	SRSTACKWARE
Registration Number:	2745701	STACKWARE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

TRADEMARK REEL: 006688 FRAME: 0405

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SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	07/08/2019		
Total Attachments: 5			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
	Additional names, addresses, or citizenship attached?
Bank of America, N.A.	Artesyn Embedded Computing, Inc. (f/k/a Emerson Network Power Name: Embedded Computing, Inc.)
☐ Individual(s) ☐ Association	Street Address: 2900 S. Diablo Way, Suite 190
Partnership Limited Partnership	City: Tempe
Corporation- State:	State: AZ
Other	Country:USA Zip: 85282
Citizenship (see guidelines) USA	Individual(s) Citizenship
Additional names of conveying parties attached? Yes No	Association Citizenship
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s)July 8, 2019	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship USA-WI
	Other Citizenship
Security Agreement Change of Name Other Partial Release of Security Interest	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and	
A. Trademark Application No.(s) Text	B. Trademark Registration No.(s)
See Schedule I	See Schedule I
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No
or readmands (and rining	Date in Application of Negistration Number is unknown).
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Senior Paralegal	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindei LLP 80 Pine Street	☐ Authorized to be charged to deposit account☐ Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	
Docket Number:	Deposit Account Number
Email Address: ecarrera@cahill.com	Authorized User Name
9. Signature: Spanne Car	July 8, 2019
Signature	Date
Elaine Carrera	Total number of pages including cover 5
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 8, 2019 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of Artesyn Embedded Computing, Inc. (f/k/a Emerson Network Power – Embedded Computing, Inc.) (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of November 22, 2013, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Grant of Security Interest in United States Trademarks, dated as of November 22, 2013 (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 November 26, 2013 at Reel/Frame 5162/0009;

WHEREAS, in reliance of the Grantor's representations and warranties concerning the transactions referenced in that certain Officer's Certificate, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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 Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. 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 registrations and applications set forth Schedule I attached hereto (the "Released Trademark Collateral"), arising under the Security 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 Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.
- 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

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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 the State of New York, without regard to conflicts of law or choice of law principles.

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 Agent for the Lenders

Namer James Fallahay

Title: Senior Vice President

SCHEDULE I

	7/15/2007	2200002	2/25/2008	
CENTELLIS	7/16/2007	3388682	2/26/2008	Emerson Network Power - Embedded Computing, Inc.
CONSTRUCT	6/6/2008	3696676	10/13/2009	Emerson Network Power - Embedded Computing, Inc.
KATANA	2/20/2003	2971749	7/19/2005	Emerson Network Power - Embedded Computing, Inc.
KOSAI	4/25/2005	3423304	5/6/2008	Emerson Network Power - Embedded Computing, Inc.
SPIDERWARE	2/20/2003	2957553	5/31/2005	Emerson Network Power - Embedded Computing, Inc.
SRSTACKWARE	10/23/2009	4020030	8/30/2011	Emerson Network Power - Embedded Computing, Inc.
STACKWARE	6/12/2000	2745701	8/5/2003	Emerson Network Power - Embedded Computing, Inc.

RECORDED: 07/08/2019

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