

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653369

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900618846 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-------------------------|
| Silicon Valley Bank | | 05/20/2021 | Corporation: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|--------------------------|--------------------------|
| Name: | Catalogic Software, Inc. |
| Street Address: | 1209 Orange Street |
| Internal Address: | Corporation Trust Center |
| City: | Wilmington |
| State/Country: | DELAWARE |
| Postal Code: | 19801 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|-----------------------------|---------|----------------------------|
| Registration Number: | 2070604 | BACKUP EXPRESS |
| Registration Number: | 3854263 | BEX |
| Registration Number: | 3883617 | BEX INSTANT VIRTUALIZATION |
| Registration Number: | 4682813 | CATALOGIC |
| Registration Number: | 4780838 | CATALOGIC SOFTWARE |
| Registration Number: | 4391872 | ECX |
| Registration Number: | 4342743 | NSB |
| Registration Number: | 4391873 | DPX |

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: 5123916177**Email:** jray@munsch.com**Correspondent Name:** James R Ray**Address Line 1:** 1717 W 6th St**Address Line 2:** Suite 250**Address Line 4:** Austin, TEXAS 78703

TRADEMARK

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|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 14199.6 |
| NAME OF SUBMITTER: | James Ray |
| SIGNATURE: | /james ray/ |
| DATE SIGNED: | 06/11/2021 |

Total Attachments: 8

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**RELEASE OF
INTELLECTUAL PROPERTY SECURITY INTEREST**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of this 20th day of May, 2021 and granted by SILICON VALLEY BANK, a California corporation, as secured party under the Loan Agreement referred to below (the "Secured Party"), in favor of CATALOGIC SOFTWARE, INC., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 17, 2014, as amended by that certain First Loan Modification Agreement, dated August 19, 2015 (collectively the "Loan Agreement"), between Grantor and Secured Party, the Grantor executed and delivered to the Secured Party, among other agreements, that certain Intellectual Property Security Agreement dated on the same date therewith (the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, Grantor pledged and granted to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel Number 036397, Frame 0029, and at Reel Number 005603, Frame 0466, on August 20, 2015; and

WHEREAS, on or about May, 2018, the loan and credit arrangement evidenced by the Loan Agreement, terminated and expired (the "Termination Date"), and as of and following the Termination, no amount was due or owing by Grantor to the Secured Party;

WHEREAS, Grantor and Secured Party now desire to evidence the full release by Secured Party of all rights and security interests in and to the IP Collateral as of the Termination Date, and in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. Secured Party, on its behalf and on behalf of its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "IP Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Further Assurances. Secured Party, at the Grantor's expense, agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in

accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Secured Party:

SILICON VALLEY BANK

By: *Amy Pelletier*
Amy Pelletier (MCC 01, 02, 1004 011)

Name: Amy Pelletier

Title: Vice President

Address for Notices:

3005 Tasman Dr, Santa Clara, CA 95054

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------------------|---|---|
| Backup express 2.2 | TXu001253051 | 5/9/2005 |
| Backup express 2.3 | TXu001253050 | 5/9/2005 |
| Backup express : release 1 | TXu001080563 | 1/29/2003 |
| Backup express : version 2.1.0 | TXu001080560 | 1/29/2003 |
| BACKUP EXPRESS RELEASE 3.0 | TXu001623933 | 6/20/2008 |

EXHIBIT B

Patents

| <u>Description</u> | <u>Country</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|----------------|---|---|
| Method of performing a high-performance backup which gains efficiency by reading input file blocks sequentially | U.S. | 09/347,931 | 7/6/1999 |
| System and method for high performance enterprise data protection | U.S. | 60/693,715 | 6/24/2005 |
| System and method for high performance enterprise data protection | International | PCT/US2006/0244 78 | 6/23/2006 |
| System and method for virtualizing backup images | International | PCT/US2006/0244 79 | 6/23/2006 |
| System and method for high performance enterprise data protection | Australia | 2006/262045 | 6/23/2006 |
| System and method for high performance enterprise data protection | Canada | 2,613,359 | 6/23/2006 |
| System and method for high performance enterprise data protection | China | 2006/80030248.6 | 6/23/2006 |
| System and method for high performance enterprise data protection | China | 2011/10070005.8 | 6/23/2006 |
| System and method for high performance enterprise data protection | Europe | 2006/0785435.6 | 6/23/2006 |
| System and method for high performance enterprise data protection | Japan | 2008/518430 | 6/23/2006 |
| System and method for virtualizing backup images | Australia | 2006/262046 | 6/23/2006 |
| System and method for virtualizing backup images | Canada | 2,613,419 | 6/23/2006 |
| System and method for virtualizing backup images | China | 2006/80030218.5 | 6/23/2006 |
| System and method for virtualizing backup images | Europe | 2006/0785436.4 | 6/23/2006 |
| System and method for virtualizing backup images | Japan | 2008/518431 | 6/23/2006 |
| System and method for high performance enterprise data protection | U.S. | 11/993,634 | 12/21/2007 |

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| System and method for virtualizing backup images | U.S. | 11/993,643 | 12/21/2007 |
| System and method for high performance enterprise data protection | India | 10087/DELNP/2007 | 12/26/2007 |
| System and method for virtualizing backup images | India | 10093/DELNP/2007 | 12/26/2007 |
| Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 61/058,071 | 6/2/2008 |
| Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 61/058,051 | 6/2/2008 |
| System and method for virtualizing backup images | Hong Kong | 08111717.1 | 10/24/2008 |
| Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 12/349,069 | 1/6/2009 |
| Methods for migrating data in a server that remains substantially available for use during such migration | U.S. | 61/166,461 | 4/3/2009 |
| System and method for high performance enterprise data protection | Hong Kong | 10100035.5 | 1/5/2010 |
| Methods for migrating data in a server that remains substantially available for use during such migration | U.S. | 12/753,626 | 4/2/2010 |
| System and method for high performance enterprise data protection | U.S. | 13/070,667 | 3/24/2011 |
| System and method for high performance enterprise data protection | Hong Kong | 11113835.9 | 12/22/2011 |
| System and method for high performance enterprise data protection | Australia | 2012/200446 | 1/25/2012 |
| System and method for high performance enterprise data protection | Europe | 2012/0001733 | 3/14/2012 |
| Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 13/420,816 | 3/15/2012 |
| System and method for high performance enterprise data protection | U.S. | 13/555,515 | 7/23/2012 |
| System and method for virtualizing backup images | U.S. | 13/689,224 | 11/29/2012 |
| System and method for high performance enterprise data protection | Hong Kong | 13100864.8 | 1/18/2013 |
| System and method for high performance enterprise data protection | Japan | 2012/123674 | 5/14/2012 |
| Dedupe Data Bank | U.S. | 61/809,212 | 4/5/2013 |

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| Instant Data Center Recovery | U.S. | 61/842,554 | 7/3/2013 |
| Progressive Virtual LUN | U.S. | 61/842,563 | 7/3/2013 |
| System and method for high performance enterprise data protection | Japan | 2013/164168 | 8/7/2013 |
| System and method for high performance enterprise data protection | Europe | 13005349.9 | 11/13/2013 |
| De-Duplication Data Bank | U.S. | 14/246,078 | 4/5/2014 |
| Methods for migrating data in a server that remains substantially available for use during such migration | U.S. | 14/251,738 | 4/14/2014 |
| System and method for high performance enterprise data protection | U.S. | 14/256,993 | 4/21/2014 |
| Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 14/284,164 | 5/21/2014 |
| Instant Data Center Recovery | U.S. | 14/322,011 | 7/2/2014 |
| Progressive Virtual LUN | U.S. | 14/322,311 | 7/2/2014 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Country</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|------------------------|---|---|
| BACKUP EXPRESS | United States | 2,070,604 | 6/10/1997 |
| BEX | European Community* | 9071391 | 2/23/2011 |
| BEX | United States | 3,854,263 | 9/28/2010 |
| BEX Instant Virtualization | United States | 3,883,617 | 11/30/2010 |
| CATALOGIC | Malaysia | 2013017416 | 12/24/2014 |
| CATALOGIC | Malaysia | 2013017420 | 12/24/2014 |
| CATALOGIC | Malaysia | 2013017415 | 12/24/2014 |
| CATALOGIC | United States | 4,682,813 | 2/3/2015 |
| CATALOGIC | WIPO - Int'l Reg. | 1191489 | 12/18/2013 |
| CATALOGIC SOFTWARE (& Design) | United States | 4780838 | 7/28/2015 |
|  CATALOGIC | | | |
| DPX | Japan | 5612844 | 9/6/2013 |
| DPX | United States | 4,391,873 | 8/27/2013 |
| ECX | Japan | 5612845 | 9/6/2013 |
| ECX | United States | 4,391,872 | 8/27/2013 |
| NSB | United States | 4,342,743 | 5/28/2013 |

TRADEMARK

REEL: TRADE MARK: 0477

REEL: 007325 FRAME: 0353