

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM792711

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900753229		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Racktop Systems, Inc.		12/27/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Signature bank		
<b>Street Address:</b>	565 Fifth avenue, 8th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88285084	CYBERCONVERGED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	919-838-2048		
<b>Email:</b>	anliles@smithlaw.com		
<b>Correspondent Name:</b>	Allison N. Liles		
<b>Address Line 1:</b>	P.O. Box 2611		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27602		
<b>ATTORNEY DOCKET NUMBER:</b>	16113.2		
<b>NAME OF SUBMITTER:</b>	Allison N. Liles		
<b>SIGNATURE:</b>	/s/ Allison N. Liles		
<b>DATE SIGNED:</b>	03/08/2023		
<b>Total Attachments: 3</b>			
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source=Racktop Systems Inc. - Termination and Release of IPSA#page2.tif			
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TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Release") is dated as of December 27, 2022 between Racktop Systems, Inc., a Delaware corporation ("Lender") and Signature Bank ("Grantee").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of October 3, 2019 (as the same may be amended, modified, restated or supplemented from time to time, collectively, the "Loan and Security Agreement"), by and between Lender and Grantor, the Grantor granted to Lender a security interest in the Intellectual Property Collateral (as such term is defined in the Security Agreement), as identified on Exhibit A attached hereto (the "Intellectual Property"); and

WHEREAS, Grantor has requested that Lender release, and Lender is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property, including, without limitation, the trademarks, patents and copyrights as set forth on Exhibit A hereto.

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

1. Release of Security Interest. Lender hereby irrevocably and forever terminates, releases and discharges any and all security interests and liens in the Intellectual Property granted by the Grantor, and agrees and acknowledges that all of the rights and interests of Lender to the Intellectual Property are hereby terminated and released.

2. Recordation of Release. Lender understands and agrees that this Release may be recorded by or for the Grantor with the United States Patent and Trademark Office and the United States Copyright Office and any cost and expense of such recordation shall be borne solely by the Grantor.

3. Further Actions. Lender further agrees to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably required to effect the release of Lender's security interest in the collateral described herein, provided that any necessary documents are to be prepared by counsel to Lender and the cost and expense of such documents and actions shall be borne solely by the Grantor.


4. 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 of America 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, Lender has caused this Release to be executed by its duly authorized officer as of the date first written above.

Signature Bank

By:   
Name: Katherine Wolfe  
Title: SVP

Racktop Systems, Inc.

By:   
Name: Eric Bednash  
Title: Chief Executive Officer, President

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007999 FRAME: 0763**

**EXHIBIT A**

**Copyrights**

None.

**Trademarks**

Type	Grantor/Owner	Mark	Jurisdiction	Application No.	Filing Date
Application	Racktop Systems, Inc.	CYBERCONVERGED	US	88285084	1/31/2019

**Patents**

Type	Grantor/Owner	Mark	Jurisdiction	Application No.	Filing Date
Application	Racktop Systems, Inc.	TRANSPARENT DATA MOVEMENT BETWEEN A PRIVATE CLOUD AND STORAGE ECOSYSTEM AND ANOTHER STORAGE SYSTEM	US	15/880,235	1/25/2018