# CH \$1115.00 42640

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/26/2018	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Confio Corporation
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Corporation: DELAWARE
Name:	Librato, Inc.
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Corporation: DELAWARE
Name:	Rhino Software, Inc.
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Corporation: WISCONSIN
Name:	Loggly, Inc.
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Corporation: DELAWARE
Name:	Galaxy Technologies, LLC
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin

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State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Limited Liability Company: DELAWARE
Name:	Solarwinds Worldwide, LLC
Street Address:	7171 Southwest Parkway, Building 100
City:	Austin
State/Country:	TEXAS
Postal Code:	78735
Entity Type:	Limited Liability Company: DELAWARE

# **PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	4264035	RHINOSOFT
Registration Number:	2389730	FTP VOYAGER
Registration Number:	3422474	SERV-U
Registration Number:	3648663	LIBRATO
Registration Number:	4250141	TRACELYTICS
Registration Number:	2073649	CYBERGAUGE
Registration Number:	2716655	IPMONITOR
Registration Number:	3227510	IPMONITOR
Registration Number:	2307348	LANSURVEYOR
Registration Number:	3417619	LANSURVEYOR
Registration Number:	2917050	SOLARWINDS
Registration Number:	5252397	SOLARWINDS
Registration Number:	3259711	ORION
Registration Number:	3824851	DOMAIN DOCTOR
Registration Number:	3736025	KIWI
Registration Number:	3748388	KIWI SYSLOG
Registration Number:	3833401	KIWI CATTOOLS
Registration Number:	3833402	CATTOOLS
Registration Number:	3514809	SOLAR INK
Registration Number:	3690114	SOLARWINDS
Registration Number:	3805774	SOLARWINDS CERTIFIED PROFESSIONAL
Registration Number:	3805776	SOLARWINDS CERTIFIED PROFESSIONAL
Registration Number:	3470427	THWACK
Registration Number:	3165081	USB-DEFENDER
Registration Number:	3692221	WORKSPACE STUDIO
Registration Number:	3640732	
Registration Number:	4193803	DAMEWARE

Property Type	Number	Word Mark
Registration Number:	4220804	DNSSTUFF
Registration Number:	4232650	DNSSTUFF.COM
Registration Number:	4745847	MA
Registration Number:	4745848	MA
Registration Number:	4340984	MOBILE ADMIN
Registration Number:	4320661	PATCHZONE
Registration Number:	3964126	SOLARWINDS SOFTWARE
Registration Number:	4435028	WEB HELP DESK
Registration Number:	4888368	SOLARWINDS CLOUD
Registration Number:	4559529	GNS3
Registration Number:	4873795	GNS3 JUNGLE
Registration Number:	4888581	GNS3 ACADEMY
Registration Number:	3201107	CONFIO
Registration Number:	4006781	LOGGLY
Registration Number:	4006789	
Registration Number:	5252398	GEEKBUILT.
Serial Number:	86627194	

#### **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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:** 617-951-7169

**Email:** catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	SILV-049-011
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	11/01/2018

#### **Total Attachments: 10**

source=20181101 silv049011 trademark release agreement#page1.tif source=20181101 silv049011 trademark release agreement#page2.tif source=20181101 silv049011 trademark release agreement#page3.tif source=20181101 silv049011 trademark release agreement#page4.tif source=20181101 silv049011 trademark release agreement#page5.tif source=20181101 silv049011 trademark release agreement#page6.tif source=20181101 silv049011 trademark release agreement#page7.tif source=20181101 silv049011 trademark release agreement#page8.tif

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# RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS, dated as of October 26, 2018 (this "Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent acting for the benefit of the Secured Parties (in such capacity, the "Collateral Agent"), in favor of CONFIO CORPORATION, a Delaware corporation, LIBRATO, INC., a Delaware corporation, RHINO SOFTWARE, INC., a Wisconsin corporation, LOGGLY, INC., a Delaware corporation, GALAXY TECHNOLOGIES, LLC, a Delaware limited liability company and SOLARWINDS WORLDWIDE, LLC, a Delaware limited liability company, each with an address of 7171 Southwest Parkway, Building 100, Austin, Texas 78735 (collectively, the "Pledgor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain (i) Second Lien Security Agreement, dated as of March 15, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (iii) Second Lien Trademark Security Agreement, dated as of March 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement") pursuant to which the Pledgor granted to the Collateral Agent a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office on March 20, 2018 at reel 006294, frame 0938;

WHEREAS, pursuant to that certain Payoff Letter, dated as of October 26, 2018, by and between among others, the Pledgor and the Collateral Agent, the Pledgor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest in the Trademark Collateral, (b) release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (c) re-assign, re-transfer and re-convey to the Pledgor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Collateral Agent agrees, or authorizes the Pledgor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Pledgor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

The Collateral Agent is executing and delivering this release of any and all security interests it may have in the Trademark Collateral not in its individual capacity, but solely in its capacity as Collateral Agent under the Second Lien Credit Agreement, dated as of March 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SolarWinds Intermediate Holdings I, Inc., a Delaware corporation, SolarWinds Holdings, Inc., a Delaware corporation, the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto and Collateral Agent, as administrative agent and collateral agent. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement, including without limitation in Article X thereof, as if such rights, privileges, and immunities were expressly set forth herein.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Name: Title:

Joshua G. James Vice President

[Signature Page to Release of Security Interest in Trademarks]

# **SCHEDULE A**

**Trademark Collateral** 

#### SCHEDULE A

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
RHINO SOFTWARE, INC.	RHINOSOFT	4264035
RHINO SOFTWARE, INC.	FTP VOYAGER	2389730
RHINO SOFTWARE, INC.	SERV-U	3422474
LIBRATO, INC.	LIBRATO LIBRATO	3648663
LIBRATO, INC.	TRACELYTICS	4250141
SOLARWINDS WORLDWIDE, LLC	CYBERGAUGE	2073649
SOLARWINDS WORLDWIDE, LLC	IPMONITOR	2716655
SOLARWINDS WORLDWIDE, LLC	IPMONITOR IPMONITOR	3227510

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	LAMSURVEYOR	2307348
	LANSURVEYOR	
SOLARWINDS WORLDWIDE, LLC	LANSURVEYOR	3417619
	LANSURVEYOR	
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS	2917050
	SOLARWINDS	
SOLARWINDS WORLDWIDE, LLC	SOLARWINDS	5252397
SOLARWINDS WORLDWIDE, LLC	ORION	3259711
SOLARWINDS WORLDWIDE, LLC	DOMAIN DOCTOR	3824851
	DOMAIN DOCTOR	
SOLARWINDS WORLDWIDE, LLC	KIWI	3736025
	KIWI	
SOLARWINDS WORLDWIDE, LLC	KIWI SYSLOG	3748388
	KIWI SYSLOG	

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	RIWI CATTOOLS  KIWI CATTOOLS	3833401
SOLARWINDS WORLDWIDE, LLC	CATTOOLS CATTOOLS	3833402
SOLARWINDS WORLDWIDE, LLC	SOLAR INK SOLAR INK	3514809
SOLARWINDS WORLDWIDE, LLC	solarwinds SOLARWINDS	3690114
SOLARWINDS WORLDWIDE, LLC		3805774
	SOLARWINDS CERTIFIED PROFESSIONAL	
SOLARWINDS WORLDWIDE, LLC	RIN VIRGINIS CENTRARIO	3805776
	SOLARWINDS CERTIFIED PROFESSIONAL	
SOLARWINDS WORLDWIDE, LLC	THWACK	3470427
	THWACK	
SOLARWINDS WORLDWIDE, LLC	USB-Defender	3165081
	USB-DEFENDER	

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	WORKSPACE STUDIO	3692221
SOLARWINDS WORLDWIDE, LLC	Design Only	3640732
SOLARWINDS WORLDWIDE, LLC	DAMEWARE DAMEWARE	4193803
SOLARWINDS WORLDWIDE, LLC	DNSSTUFF DNSSTUFF	4220804
SOLARWINDS WORLDWIDE, LLC	DNSSTUFF.COM DNSSTUFF.COM	4232650
SOLARWINDS WORLDWIDE, LLC	MA	4745847
SOLARWINDS WORLDWIDE, LLC	MA MA	4745848
SOLARWINDS WORLDWIDE, LLC	MOBILE ADMIN	4340984

OWNER	TITLE	REGISTRATION NUMBER
SOLARWINDS WORLDWIDE, LLC	PATCHZONE	4320661
	PATCHZONE	
SOLARWINDS WORLDWIDE, LLC	30.1898186 803318488	3964126
	SOLARWINDS SOFTWARE	
SOLARWINDS WORLDWIDE, LLC	WEB HELP DESK	4435028
	WEB HELP DESK	
SOLARWINDS WORLDWIDE, LLC	SOLARWINUS CLUED	4888368
	SOLARWINDS CLOUD	
GALAXY TECHNOLOGIES, LLC	GNS3	4559529
	GNS3	
GALAXY TECHNOLOGIES, LLC	GNS3 JUNGLE	4873795
	GNS3 JUNGLE	
	4,100 33.1022	
GALAXY TECHNOLOGIES, LLC	GNS3 ACADEMY	4888581
	GNS3 ACADEMY	
CONFIO CORPORATION	CONFIO	3201107

OWNER	TITLE	REGISTRATION NUMBER
LOGGLY, INC.	LOGGLY	4006781
LOGGLY, INC.		4006789
	Design Only	
SOLARWINDS WORLDWIDE, LLC	GEEKBUILT.	5252398

# United States Trademark Applications:

OWNER	MARK	SERIAL NUMBER
GALAXY TECHNOLOGIES, LLC		86627194
	Design Only	

TRADEMARK REEL: 006510 FRAME: 0353

**RECORDED: 11/01/2018**