

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ES LEASING, L.P.		08/03/2010	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

Name:	SOFTLAYER TECHNOLOGIES, INC.
Street Address:	4849 Alph Road
City:	Dallas
State/Country:	TEXAS
Postal Code:	75244
Entity Type:	CORPORATION: TEXAS

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3733335	SOFTLAYER
Registration Number:	3819180	
Registration Number:	3717634	CDNLAYER
Registration Number:	3707814	STORAGELAYER
Registration Number:	3714238	RESCUELAYER
Registration Number:	3714244	SOFTLAYER
Registration Number:	3714246	KNOWLEDGELAYER
Serial Number:	77833018	BARE METAL CLOUD
Serial Number:	77836012	CLOUDLAYER

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: susan.zablocki@kirkland.com  
 Correspondent Name: Susan Zablocki

**900168615**

**TRADEMARK  
 REEL: 004254 FRAME: 0542**

**CH \$240.00 3733335**

Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 23190-4

NAME OF SUBMITTER: Susan Zablocki

Signature: /susan zablocki/

Date: 08/04/2010

**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

**THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is made as of August 3, 2010 ("Effective Date") by and between ES Leasing, LP, a Texas limited partnership ("Secured Party") and Softlayer Technologies, Inc., a Texas corporation, with its principal office at 4849 Alpha Road, Dallas, Texas 75244 ("Debtor").

**WHEREAS**, pursuant to the terms and conditions of that certain Amended and Restated Security Agreement by and between Debtor and Secured Party dated July 31, 2009, and Acknowledgement of Security Interest in Trademarks dated October 29, 2009 (collectively, the "Security Agreement") and the Lease, Note and other credit documents described therein (collectively, the "Transaction Documents"), Debtor granted to Secured Party a continuing security interest (the "Security Interest") in and to all of Debtor's right, title and interest in and to all of the following (all of which are hereinafter referred to collectively as the "Intellectual Property Collateral"): (a) the trademarks set forth on Schedule A attached hereto (collectively, the "Trademarks"); and (b) the patent applications set forth on Schedule B attached hereto (collectively, the "Patents");

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on October 29, 2009, at Reel/Frame 4088/0427, and

**WHEREAS**, Debtor has paid all of its outstanding indebtedness to Secured Party, and Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates, releases and discharges its Security Interest, and any liens and encumbrances, in the Intellectual Property Collateral, and any right, title or interest of Secured Party in such Intellectual Property Collateral shall hereby cease and become void.


Secured Party represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered the Security Interest it has in the Intellectual Property Collateral; and (iii) it has not recorded or otherwise evidenced any security interest with respect to any copyright, patent or trademark in which the Debtor has any right, title or interest, other than those Patents and Trademarks set forth on Schedules A and B (attached hereto), in any jurisdiction throughout the world.

Secured Party shall take all further actions, and provide to Debtor, 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 requested by Debtor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

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

ES LEASING, LP



Name: Scott Plastowsky

Title: Managing Partner

**SCHEDULE A**  
**TRADEMARKS**

1 Serial #: 77604458 Filing Dt: 10/30/2008 Reg #: 3733335 Reg. Dt: 01/05/2010  
Mark: SOFTLAYER

2 Serial #: 77606193 Filing Dt: 11/03/2008 Reg #: 3819180 Reg. Dt: 07/13/2010  
Mark:

3 Serial #: 77606315 Filing Dt: 11/03/2008 Reg #: 3717634 Reg. Dt: 12/01/2009  
Mark: CDN LAYER

4 Serial #: 77607065 Filing Dt: 11/04/2008 Reg #: 3707814 Reg. Dt: 11/10/2009  
Mark: STORAGE LAYER

5 Serial #: 77607088 Filing Dt: 11/04/2008 Reg #: 3714238 Reg. Dt: 11/24/2009  
Mark: RESCUE LAYER

6 Serial #: 77608130 Filing Dt: 11/05/2008 Reg #: 3714244 Reg. Dt: 11/24/2009  
Mark: SOFTLAYER

7 Serial #: 77608655 Filing Dt: 11/06/2008 Reg #: 3714246 Reg. Dt: 11/24/2009  
Mark: KNOWLEDGE LAYER

8 Serial #: 77833018 Filing Dt: 09/23/2009 Reg #: NONE Reg. Dt:  
Mark: BARE METAL CLOUD

9 Serial #: 77836012 Filing Dt: 09/28/2009 Reg #: NONE Reg. Dt:  
Mark: CLOUD LAYER