900239196 11/20/2012

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		11/20/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Cyrus Networks, LLC
Street Address:	9430 Research Boulevard
Internal Address:	Echelon One, Suite 120
City:	Austin
State/Country:	TEXAS
Postal Code:	78759
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2620564	CYRUSONE
Registration Number:	2620565	CYRUSONE

CORRESPONDENCE DATA

Fax Number: 9194168328

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4809 JES	
NAME OF SUBMITTER:	John E. Slaughter	TRADEMARK

900239196 REEL: 004904 FRAME: 0461

OP \$65.00 2620564

Signature:	/John E. Slaughter/
Date:	11/20/2012
Total Attachments: 3 source=Term 0033#page1.tif source=Term 0033#page2.tif source=Term 0033#page3.tif	

TRADEMARK REEL: 004904 FRAME: 0462

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 20, 2012 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent") in favor of Cyrus Networks, LLC ("Grantor").

WHEREAS, pursuant to that certain Non-Shared Collateral Security and Pledge Agreement dated as of June 11, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Collateral Agent, each Obligor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of June 11, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 14, 2010 at Reel 4224 Frame 0033.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the holders of the Secured Obligations, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Collateral Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and
 - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3.** Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to either the Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) or the Non-Shared Collateral Security and Pledge Agreement dated as of November 20, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time), each by and among the Obligors party thereto (as defined therein) and Bank of America, N.A., in its capacity as collateral agent thereto.

TRI1\826957v4

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

BANK OF AMERICA, N.A., as Collateral Agent

By: Oon B. Pinzon
Name: Don B. Pinzon

Title: Vice President

Schedule A

Cyrus Networks, LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest Granted by Cyrus Networks, LLC In Favor of Bank of America, N.A., as Collateral Agent Recorded June 14, 2010 at Reel 4224 Frame 0033

Registered Marks

Mark	Reg No	FaReg Date
CYRUSONE	2620565	09/17/02
CYRUSONE	2620564	09/17/02

TRII\826957v4

RECORDED: 11/20/2012

TRADEMARK REEL: 004904 FRAME: 0465