

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC		03/15/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	Datapipe, Inc.
Street Address:	10 Exchange Place
Internal Address:	12th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26		
Property Type	Number	Word Mark
Registration Number:	3404027	DATAPIPE
Registration Number:	3856349	DATAPIPE
Registration Number:	3856337	DATAPIPE
Registration Number:	3826385	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3809691	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3404034	OPERATIONAL EMPATHY
Registration Number:	3854776	YOUR COMPETITIVE EDGE
Registration Number:	3826386	YOUR COMPETITIVE EDGE
Serial Number:	85155359	DATAPIPE
Serial Number:	85141042	DATAPIPE
Serial Number:	85128578	DATAPIPE HARMONY
Serial Number:	85257203	DATAPIPE ONE
Serial Number:	85162443	DATAPIPE THIS IS YOUR CLOUD

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Serial Number:	85173811	DATAPIPE YOUR CLOUD
Serial Number:	85173967	DATAPIPE YOUR CLOUD MANAGED
Serial Number:	85128574	HARMONY
Serial Number:	77855437	STRATOSPHERE
Serial Number:	77855432	STRATOSPHERE
Serial Number:	77855454	STRATOSPHERE REACH BEYOND THE CLOUD
Serial Number:	77855445	STRATOSPHERE REACH BEYOND THE CLOUD
Serial Number:	85162500	THIS IS YOUR CLOUD
Serial Number:	85196374	WE ARE THE ONE
Serial Number:	85196366	WHO IS THE ONE
Serial Number:	85196385	WHO IS THE ONE?
Serial Number:	85173828	YOUR CLOUD
Serial Number:	85173972	YOUR CLOUD MANAGED

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1435
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	04/01/2013

Total Attachments: 5
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Release"), dated as of March 15, 2013, is made by TORONTO DOMINION (TEXAS) LLC, in its capacity as Administrative Agent for the Secured Parties ("Assignor"), in favor of DataPipe, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignee and Assignor are parties to that certain Trademark Security Agreement, dated as of May 6, 2011 (the "Trademark Security Agreement") and other related financing documents;

WHEREAS, pursuant to the Trademark Security Agreement, Assignee granted to Assignor on behalf of the Secured Parties a Lien and continuing security interest in all of Assignee's right, title and interest in, to and under the following, whether then existing or thereafter created or acquired (collectively, the "Trademark Collateral"):

- (1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark Registration and Trademark Application referred to in Schedule 1 attached hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States);
- (2) each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Assignee against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

WHEREAS, the obligations underlying the Lien and continuing security interest are no longer owed and Assignor no longer has any interest in the Trademark Collateral; and

WHEREAS, Assignee has requested that Assignor release its Lien and continuing security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases, terminates and discharges fully its Lien and continuing security interest in, and any and all claims, liens, and other encumbrances in

and to, the Trademark Collateral, including the Trademark Registrations and Trademark Applications listed on Schedule I attached hereto, and reassigns any and all rights, titles and interests therein to Assignee. Assignor hereby authorizes Assignee, or Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

[signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.




TORONTO DOMINION (TEXAS) LLC, as
Assignor

By: 
Name: BEBI YASIN
Title: AUTHORIZED SIGNATORY

Schedule 1

to

Trademark Release

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing or Registration Date
DataPipe, Inc.	U.S.	DATAPIPE	85/155,359	10/18/2010
DataPipe, Inc.	U.S.	DATAPIPE	3,404,027	4/1/2008
DataPipe, Inc.	U.S.	DATAPIPE and Design 	85/141,042	9/29/2010
DataPipe, Inc.	U.S.	DATAPIPE and Design 	3,856,349	10/5/2010
DataPipe, Inc.	U.S.	DATAPIPE and Design 	3,856,337	10/5/2010
DataPipe, Inc.	U.S.	DATAPIPE HARMONY (Intent to Use application)	85/128,578	9/13/2010
DataPipe, Inc.	U.S.	DATAPIPE ONE (Intent to Use application)	85/257,203	3/3/2011
DataPipe, Inc.	U.S.	DATAPIPE THIS IS YOUR CLOUD (Intent to Use application)	85/162,443	10/27/2010
DataPipe, Inc.	U.S.	DATAPIPE YOUR CLOUD (Intent to Use application)	85/173,811	11/10/2010
DataPipe, Inc.	U.S.	DATAPIPE YOUR CLOUD MANAGED (Intent to Use application)	85/173,967	11/10/2010
DataPipe, Inc.	U.S.	DATAPIPE YOUR COMPETITIVE EDGE	3,826,385	7/27/2010
DataPipe, Inc.	U.S.	DATAPIPE YOUR COMPETITIVE EDGE	3,809,691	6/29/2010
DataPipe, Inc.	U.S.	HARMONY (Intent to Use application)	85/128,574	9/13/2010
DataPipe, Inc.	U.S.	OPERATIONAL EMPATHY	3,404,034	4/1/2008
DataPipe, Inc.	U.S.	STRATOSPHERE (Intent to Use application)	77/855,437	10/22/2009
DataPipe, Inc.	U.S.	STRATOSPHERE	77/855,432	10/22/2009

[DATAPIPE – TRADEMARK RELEASE]

**TRADEMARK
REEL: 004995 FRAME: 0320**

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing or Registration Date
		(Intent to Use application)		
DataPipe, Inc.	U.S.	STRATOSPHERE REACH BEYOND THE CLOUD (Intent to Use application)	77/855,454	10/22/2009
DataPipe, Inc.	U.S.	STRATOSPHERE REACH BEYOND THE CLOUD (Intent to Use application)	77/855,445	10/22/2009
DataPipe, Inc.	U.S.	THIS IS YOUR CLOUD (Intent to Use application)	85/162,500	10/27/2010
DataPipe, Inc.	U.S.	WE ARE THE ONE (Intent to Use application)	85/196,374	12/13/2010
DataPipe, Inc.	U.S.	WHO IS THE ONE (Intent to Use application)	85/196,366	12/13/2010
DataPipe, Inc.	U.S.	WHO IS THE ONE? (Intent to Use application)	85/196,385	12/13/2010
DataPipe, Inc.	U.S.	YOUR CLOUD (Intent to Use application)	85/173,828	11/10/2010
DataPipe, Inc.	U.S.	YOUR CLOUD MANAGED (Intent to Use application)	85/173,972	11/10/2010
DataPipe, Inc.	U.S.	YOUR COMPETITIVE EDGE	3,854,776	9/28/2010
DataPipe, Inc.	U.S.	YOUR COMPETITIVE EDGE	3,826,386	7/27/2010