TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		107/03/2013	BANKING CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	SOFTLAYER TECHNOLOGIES, INC.	
Street Address:	4849 ALPHA ROAD, SUITE 200	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75244	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark	
Registration Number:	3733335	SOFTLAYER	
Registration Number:	3717634	CDNLAYER	
Registration Number:	3707814	STORAGELAYER	
Registration Number:	3714238	RESCUELAYER	
Registration Number:	3714244	SOFTLAYER	
Registration Number:	3714246	KNOWLEDGELAYER	
Registration Number:	3819180		
Registration Number:	3924553	CLOUDLAYER	
Registration Number:	4029647	SECURITYLAYER	

CORRESPONDENCE DATA

Fax Number: 8668265420

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

via US Mail.

Phone: 301-638-0511

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Email: ipresearchplus@comcast.net Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle Address Line 2: attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602 CRS1-38801 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Penelope J.A. Agodoa Signature: /pja/ 07/08/2013 Date: Total Attachments: 5 source=38801#page1.tif source=38801#page2.tif source=38801#page3.tif source=38801#page4.tif source=38801#page5.tif

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TERMINATION AND RELEASE OF SECURITY INTEREST TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Termination and Release</u>") is executed and delivered as of July 3, 2013, by SUNTRUST BANK, as collateral agent (the "<u>Agent</u>") for certain banks and other financial institutions or entities (the "<u>Lenders</u>"), in favor of SOFTLAYER TECHNOLOGIES, INC., a Delaware corporation ("<u>Grantor</u>").

WITNESSETH:

WHEREAS, in connection with that certain Security Agreement, dated as of November 9, 2010, by and among Grantor, the other grantors from time to time party thereto, and Agent (the "Security Agreement"), the Grantor has executed and delivered that certain Grant of Security Interest in United States Trademarks dated as of November 9, 2010, in favor of Agent, for itself and on behalf of the other Lenders (the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, a security interest (the "Security Interest") was granted by Grantor to Agent in the Trademark Collateral (as hereinafter defined);

WHEREAS, the Collateral Agreement was recorded in the United States Patent and Trademark Office ("<u>USPTO</u>") on November 9, 2010, at Reel 004411 and Frame 0802; and

WHEREAS, in consideration of the satisfaction of the obligations secured by the Security Interest, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Collateral Agreement. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Marks (including, without limitation, those items listed on Schedule A hereto).
- 2. <u>Release of Security Interest</u>. In consideration of the satisfaction of the obligations secured thereby, the Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Recordation</u>. Grantor, or its designees, may record this Termination and Release in the USPTO and in any other offices as may be necessary to carry out the intention of this Termination and Release and, to the extent applicable, the Agent authorizes and requests that the USPTO record this release of Security Interest.

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4. <u>Further Assurances</u>. The Agent hereby agrees to use its commercially reasonably efforts to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby, in each case at Grantor's expense and in form and substance reasonably satisfactory to Agent.

[Continued on following page.]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SUNTRUST BANK,

as Agent

By: Andrew Cozewith

Title: Director

Schedule A

SoftLayer Technologies, Inc.: Registered Trademarks

Registered <u>Trademarks</u>	Jurisdiction	Registration <u>Reg. No.</u>	<u>Date Granted</u>
SoftLayer (word mark)	US	3,733,335	01/05/10
CDNLayer	US	3,717,634	12/01/09
StorageLayer	US	3,707,814	11/10/09
RescueLayer	US	3,714,238	11/24/09
SoftLayer (design mark)	US	3,714,244	11/24/09
KnowledgeLayer	US	3,714,246	11/24/09
3 Bars (design mark)	US	3,819,180	07/13/10
CloudLayer	US	3,924,553	03/01/2011
Security Layer	US	4,029,647	09/20/2011

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RECORDED: 07/08/2013

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