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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM348187

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Suntrust Bank		07/01/2015	Bank: GEORGIA

## **RECEIVING PARTY DATA**

Name:	Emerging Markets Communications LLC		
Street Address:	777 Brickell Ave, Suite 1150		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

### **PROPERTY NUMBERS Total: 5**

Property Type Number		Word Mark		
Registration Number:	4517406	EMERGING MARKETS COMMUNICATIONS		
Registration Number:	2980227	EMERGING MARKETS COMMUNICATIONS		
Registration Number:	4248976	HD CONNECT		
Registration Number:	4473349	SPEEDNET		
Registration Number:	4489703	ZERO LATENCY GATEWAY		

### **CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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:** 2124464800

**Email:** hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: Attn Hayley Smith, Sr. Legal Assistant

Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	15548-3 (HS)
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	07/15/2015

TRADEMARK REEL: 005577 FRAME: 0661

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# **Total Attachments: 3** source=Suntrust to EMC TM Release#page1.tif source=Suntrust to EMC TM Release#page2.tif source=Suntrust to EMC TM Release#page3.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release"), is made by SUNTRUST BANK, a Georgia banking corporation, as collateral agent (the "Collateral Agent"), in favor of EMERGING MARKETS COMMUNICATIONS, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantor and the Collateral Agent entered into that certain Trademark Security Agreement dated May 20, 2014, recorded in the United States Patent and Trademark Office ("USPTO") on May 20, 2014, at Reel 5283, Frame 0477 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), whereby the Grantor pledged, granted and collaterally assigned to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in the Trademark registrations and applications for the registrations of Trademarks set forth on Schedule A hereto and incorporated herein by reference (the "Trademark Collateral"); and

WHEREAS, the Secured Obligations have been paid in full, the Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent's security interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its security interest in the Trademark Collateral;

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Collateral Agent does hereby agree as follows:

- 1. Termination and Release. The Collateral Agent, without representation, warranty or recourse of any sort, hereby (i) terminates, releases and discharges all of its security interest in the Trademark Collateral and (ii) releases, reassigns, transfers and reconveys all of the right, title and interest that the Collateral Agent may have in the Trademark Collateral to the Grantor. Any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Collateral Agent's security interest in any intellectual property or any other asset of the Grantor other than the Trademark Collateral set forth on Schedule A hereto.
- 2. <u>Recordation</u>. The Collateral Agent hereby authorizes and requests that the USPTO note and record the existence of this Release.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by the Grantor to effect the release of the security interest contemplated hereby, at the Grantor's expense.
- 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Assignee has caused this Release of Security Interest in Trademarks to be executed on its behalf as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2015.

SUNTRUST BANK,

as Collateral Agent:

Name: Onthia W. Burton

Title: Director

Address: 3333 Peachtree Road, NE

Atlanta, GA 30326

[EMC - RELEASE OF SECURITY INTEREST IN TRADEMARKS]

# Schedule A

# I. REGISTERED AND ISSUED TRADEMARKS

Country	Mark	Status	Reg. No.	App./Reg. Date	Owner
US	EMERGING MARKETS COMMUNICATIONS	Registered	4517406	April 22, 2014	Emerging Markets Communications,
				1st Use: February 22, 2011	LLC
				Section 8 Decl filed	
US	EMERGING MARKETS COMMUNICATIONS	Registered	2980227	July 26, 2005	Emerging Markets Communications, LLC
US	HD CONNECT	Registered	4248976	November 27, 2012	Emerging Markets Communications, LLC
US	SPEEDNET	Registered	4473349	January 28, 2014	Emerging Markets Communications, LLC
US	ZERO LATENCY GATEWAY	Registered	4489703	February 25, 2014	Emerging Markets Communications, LLC

## II. TRADEMARK APPLICATIONS

None.

[EMC - RELEASE OF SECURITY INTEREST IN TRADEMARKS]

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**RECORDED: 07/15/2015**