

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		12/13/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	PEERLESS NETWORK, INC.		
Street Address:	222 S. Riverside Plaza, Ste 2730		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3399296	PEERLESS NETWORK	
Serial Number:	85913671	SIMPLIFYING HOW NETWORKS, DEVICES AND PE	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>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.</i>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	BRIAN KERWIN		
Address Line 1:	190 S. LASALLE ST., STE 3700		
Address Line 2:	DUANE MORRIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	F9311-00008		
NAME OF SUBMITTER:	Brian Kerwin		
SIGNATURE:	/s/Brian Kerwin		
DATE SIGNED:	12/14/2016		
Total Attachments: 4			
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CH \$65.00 3399296

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of December 13, 2016 ("Effective Date") by CITIBANK, N.A. ("Grantee"), in favor of PEERLESS NETWORK, INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark and Patent Security Agreement by and between Grantor and Grantee dated November 29, 2013 (the "IP Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to the Intellectual Property, including, without limitation, the Trademarks and Patents (as defined in the IP Security Agreement) set forth on Schedule A attached hereto;

WHEREAS, Grantor and Grantee entered into the IP Security Agreement pursuant to the terms and conditions of that certain Credit Agreement dated November 29, 2013, as amended, restated, supplemented or modified from time to time (the "Credit Agreement"), by and among the Assignor, certain affiliates of Assignor, the various financial institutions party thereto from time to time ("Lenders"), and the Administrative Agent;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on December 2, 2013, at Reel 031746, Frame 0705; and

WHEREAS, Grantor has paid in full all obligations or liabilities owing to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the IP Security Agreement, and hereby terminates, cancels and releases any and all interests, right and title it has against the Intellectual Property (as defined in the IP Security Agreement).

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any interest, right or title it has against the Intellectual Property (as defined in the IP Security Agreement).

Grantee shall, at Grantors' expense, take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release.

This Release may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature Pages Follow]

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

GRANTEE:

CITIBANK, N.A.

By: Scott Teerell
Name: Scott Teerell
Title: Vice President

ACKNOWLEDGED AND AGREED:

GRANTOR:

PEERLESS NETWORK, INC.,
a Delaware corporation

By: _____
Name: Douglass Lee
Title: Secretary and Chief Financial Officer

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

GRANTEE:

CITIBANK, N.A.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

GRANTOR:

PEERLESS NETWORK, INC.,
a Delaware corporation

By:  _____
Name: Douglass Lee
Title: Secretary and Chief Financial Officer

SCHEDULE A

Trademarks:

Trademark	Trademark Serial/Registration Number	Filing Date/Date of Application	Status
PEERLESS NETWORK	3399296	03/18/2005	8&15 AFFID FILED
SIMPLIFYING HOW NETWORKS, DEVICE AND PEOPLE CONNECT	85/913,671	04/24/2013	PUB 10/01/13

Patents:

Title	Publication Number/Patent Number	Publication/Issue Date	Filing Date
Systems and Method of Providing Multi-homed tandem access	8,275,112	09/25/2012	05/20/2009
System and Method of Providing Communication Service Using a Private Packet Network Backbone Exchange	8,284,765	10/09/2012	05/20/2009
Systems and Methods of Mitigating Phantom Call Traffic	8,401,166	03/19/2013	05/20/2009
Systems and Methods of Providing Multi-homed Tandem Access	8,559,614	10/15/2013	08/30/2012
System and Method of Providing Communication Service Using a Private Packet Network Backbone Exchange	20120314701	12/13/2012	08/20/2012
Systems and Methods of Mitigating Phantom Call Traffic	20130177014	07/11/2013	03/04/2013