

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REGIONS BANK		02/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EARTHLINK BUSINESS, LLC		
Street Address:	1170 PEACHTREE STREET NE		
Internal Address:	Suite 900		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86541520	RETAIL TECHNOLOGY ALLIANCE	
Serial Number:	86541538	RETAIL TECHNOLOGY ALLIANCE	
Serial Number:	86541551	RETAIL TECHNOLOGY ALLIANCE	
Serial Number:	86541573	RETAIL TECHNOLOGY ALLIANCE	
Serial Number:	86541590	RETAIL TECHNOLOGY ALLIANCE	
Serial Number:	86649713	NETWORK OPTIMIZER	
Serial Number:	86649724	NETWORK OPTIMIZER	
CORRESPONDENCE DATA			
Fax Number:	6465613106		
<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>			
Phone:	2125088806		
Email:	mia.white@freshfields.com		
Correspondent Name:	MIA WHITE		
Address Line 1:	601 LEXINGTON AVE		
Address Line 2:	FL 31		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Mia White		
SIGNATURE:	/mmw/		

OP \$190.00 86541520

DATE SIGNED:	02/28/2017
Total Attachments: 3 source=5616 0889#page1.tif source=5616 0889#page2.tif source=5616 0889#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 27, 2017 (the **Release**), is made by Regions Bank, as collateral agent for the Notes Secured Parties (as defined in the Indenture referenced below) (in such capacity, the **Collateral Agent**), in favor of EarthLink Business, LLC (the **Grantor**) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Indenture dated as of May 29, 2013 (as amended, and supplemented to date, the **Indenture**) by and among EarthLink Holdings, LLC (as successor to EarthLink Holdings Corp. (as successor to EarthLink, LLC)), the Grantor, Collateral Agent, Regions Bank, in its capacity as trustee under the Indenture (together, with any successors and assigns, in such capacity the **Trustee**), and other parties thereto, the Grantor executed and delivered to the Collateral Agent that certain Security Agreement by and between the Grantor and Collateral Agent dated as of May 29, 2013 (the **Security Agreement**);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Notes Secured Parties, a continuing security interest in and continuing lien upon, the rights, title and interest of the Trademarks attached hereto on Schedule 1 (collectively, the **Trademark Collateral**);

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for the benefit of the Notes Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (**USPTO**) on September 4, 2015 at Reel 5616 Frame 0889 (**Notice**); and

WHEREAS, in connection with the satisfaction and discharge of the Indenture on the date hereof, the Grantor has requested that Collateral Agent enter into this Release in order to effectuate, evidence and record the release to the Grantor of any and all right, title and interest the Collateral Agent and the Notes Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Release. Collateral Agent, on behalf of the Notes Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and continuing lien upon, all right, title, and interest of the Grantor in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule 1 attached hereto, granted pursuant to the Security Agreement or Notice; and


(b) authorizes the recordation of this Release with the USPTO at the 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.

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

Collateral Agent:

Regions Bank, as Collateral Agent

By: 
Name: THOMAS E. CLOWER
Title: VICE PRESIDENT

Schedule 1

**U.S. Trademarks Subject to Security Interest
Granted by EarthLink Business, LLC
In Favor of Regions Bank, as Collateral Agent
Recorded September 4, 2015 at Reel 5616 Frame 0889**

#	Mark	Reg. No.	Serial No.	Filing Date
1.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541520	02/20/15
2.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541538	02/20/15
3.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541551	02/20/15
4.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541573	02/20/15
5.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541590	02/20/15
6.	NETWORK OPTIMIZER	n/a	86649713	06/03/15
7.	NETWORK OPTIMIZER	n/a	86649724	06/03/15
8.	RETAIL TECHNOLOGY ALLIANCE	n/a	86541590	02/20/15