

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent		08/01/2017	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Peak 10, Inc.		
Street Address:	8809 Lenox Pointe Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85944989	PEAK 10	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171749 1L		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	08/02/2017		
Total Attachments: 4			
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RELEASE OF FIRST LIEN TRADEMARK SECURITY INTERESTS dated as of August 1, 2017 (this “Release”), by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as first lien collateral agent (the “First Lien Collateral Agent”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the First Lien Credit Agreement or the First Lien Pledge and Security Agreement, as applicable, referred to below.

A. Reference is made to (i) the First Lien Credit Agreement dated as of June 17, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Peak 10 Holding Corporation (“Holdings”), Peak 10, Inc. (the “Borrower”), the subsidiaries of the Borrower from time to time party thereto, the financial institutions party thereto, and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the “Administrative Agent”), (ii) the First Lien Pledge and Security Agreement dated as of June 17, 2014 (as amended, supplemented or otherwise modified from time to time, the “First Lien Pledge and Security Agreement”), among the Borrower, the Grantors listed therein and the First Lien Collateral Agent, (iii) the First Lien Trademark Security Agreement dated as of June 17, 2014, among the Borrower, Grantors listed therein and the First Lien Collateral Agent, (such documents set forth in clauses (i) through (iii), the “Security Documents”).

B. Pursuant to the Security Documents, the Borrower (the “Grantor”) granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in, to and under all of the following assets then owned or thereafter acquired by the Grantor throughout the world or in which such Grantor then had or at any time thereafter acquired any right, title or interest: (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade styles, designs, trade dress, logos, slogans and other source of business identifiers then existing or thereafter adopted or acquired, all registrations thereof, and all registrations, recordings and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule I hereto, and (ii) all goodwill associated therewith or symbolized thereby (collectively, the “Trademark Collateral”), which security interests were recorded with the United States Patent & Trademark Office on (i) June 17, 2014 at Reel/Frame 5303/0554.

C. Pursuant to the Payoff Letter dated as of August 1, 2017, among Holdings, the Borrower and the Administrative Agent, the First Lien Collateral Agent agreed to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the First Lien Collateral Agent does

hereby release, relinquish, terminate and discharge any and all security interests it has against the Trademark Collateral, and hereby re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral. The First Lien Collateral Agent authorizes the Borrower (or their designee) to make filings with the United States Patent and Trademark Office and other necessary filings, in each case at the expense of the Borrower, to evidence the release and termination of the First Lien Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE FIRST LIEN COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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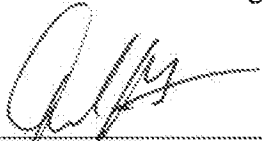
IN WITNESS WHEREOF, the First Lien Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent,

By 

Name: William O'Daly

Title: Authorized Signatory

By 

Name: D. Andrew Maletta

Title: Authorized Signatory

[Signature Page to Trademark Release]

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TRADEMARK
REEL: 006120 FRAME: 0828

Schedule I

Trademarks

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
Peak 10	85944989	May 29, 2013	Peak 10, Inc.

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