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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM437588

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Second Lien Collateral Agent		08/01/2017	Bank: CANADA

RECEIVING PARTY DATA

Name:	Peak 10, Inc.	
Street Address:	8809 Lenox Pointe Drive	
City:	Charlotte	
State/Country:	nte/Country: NORTH CAROLINA	
Postal Code:	tal Code: 28273	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85944989	PEAK 10

CORRESPONDENCE DATA

Fax Number:

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: 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 2L
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	08/02/2017

Total Attachments: 4

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RELEASE OF SECOND LIEN TRADEMARK SECURITY INTERESTS dated as of August 1, 2017 (this "Release"), by ROYAL BANK OF CANADA, as second lien collateral agent (the "Second Lien Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Second Lien Term Loan Agreement or the Second Lien Pledge and Security Agreement, as applicable, referred to below.

- A. Reference is made to (i) the Second Lien Term Loan 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 Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent"), (ii) the Second Lien Pledge and Security Agreement dated as of June 17, 2014 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), among the Borrower, the Grantors listed therein and the Second Lien Collateral Agent, (iii) the Second Lien Trademark Security Agreement dated as of June 17, 2014, among the Borrower, Grantors listed therein and the Second Lien Collateral Agent, (such documents set forth in clauses (i) through (iii), the "Security Documents").
- В. Pursuant to the Security Documents, the Borrower (the "Grantor") granted to the Second 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 18, 2014 at Reel/Frame 5304/0269.
- C. Pursuant to the Payoff Letter dated as of August 1, 2017, among Holdings, the Borrower and the Administrative Agent, the Second 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 Second 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 Second 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 Second 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 SECOND LIEN COLLATERAL AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

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

ROYAL BANK OF CANADA, as Second Lien Collateral Agent,

Ву

Name:

/ Rodica Dutka Manager, Agency

Title:

Ву

Name:

Title:

[Signature Page to Trademark Release]

Schedule I

Trademarks

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

[[3667979]]

RECORDED: 08/02/2017