

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451146

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TORONTO DOMINION (TEXAS) LLC (successor by assignment to Morgan Stanley Senior Funding, Inc.)		11/15/2017	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	GOGRID, LLC
<b>Street Address:</b>	10 EXCHANGE PLACE
<b>City:</b>	JERSEY CITY
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4910196	1-BUTTON DEPLOY
Serial Number:	86029121	CLOUDS WITHOUT OPINIONS
Registration Number:	3209759	10,000% GUARANTEED
Registration Number:	3860319	
Registration Number:	2992062	COLOSERVE
Registration Number:	3925528	COMPLEX INFRASTRUCTURE MADE EASY
Registration Number:	3564010	CONTROL IN THE CLOUD
Registration Number:	3360241	GOGRID
Registration Number:	2817090	SERVEPATH
Registration Number:	3842989	SKYSYS

## 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.*

Email: mcastle@paulweiss.com, aspoto@paulweiss.com,  
dewilliams@paulweiss.com

Correspondent Name: Matthew Castle

Address Line 1: Paul Weiss Rifkind Wharton &amp; Garrison LLP

TRADEMARK

**Address Line 2:** 1285 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10019-6064

**ATTORNEY DOCKET NUMBER:** 30137-012

**NAME OF SUBMITTER:** Matthew Castle

**SIGNATURE:** /Matthew Castle/

**DATE SIGNED:** 11/16/2017

**Total Attachments: 4**

source=GoGrid - First Lien Trademark Release (Executed)\_(50199694\_3)#page1.tif

source=GoGrid - First Lien Trademark Release (Executed)\_(50199694\_3)#page2.tif

source=GoGrid - First Lien Trademark Release (Executed)\_(50199694\_3)#page3.tif

source=GoGrid - First Lien Trademark Release (Executed)\_(50199694\_3)#page4.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this “Release”) is made as of November 15, 2017 (“Effective Date”), by TORONTO DOMINION (TEXAS) LLC (successor by assignment to Morgan Stanley Senior Funding, Inc.), in its capacity as collateral agent for the Secured Parties (the “Collateral Agent”) in favor of GOGRID, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the First Lien Credit Agreement, the First Lien Guarantee and Collateral Agreement or the Trademark Security Agreement (each, as defined below).

**W I T N E S S E T H:**

**WHEREAS**, the Collateral Agent is a party to that certain First Lien Credit Agreement, dated as of March 15, 2013, as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of April 16, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Topco (as defined therein), Holdings (as defined therein), Borrower (as defined therein), the Lenders, Collateral Agent and the other Secured Parties (as defined therein);

**WHEREAS**, the Grantor entered into that certain Assumption Agreement (First Lien), dated as of January 16, 2015, made by the Grantor and the other parties thereto, by which the Grantor became a party to that certain First Lien Guarantee and Collateral Agreement, dated as of March 15, 2013 (as amended, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Guarantee and Collateral Agreement”), in favor of the Collateral Agent;

**WHEREAS**, pursuant to the First Lien Guarantee and Collateral Agreement, that certain Trademark Security Agreement (First Lien), dated January 16, 2015 (the “Trademark Security Agreement”) was (a) entered into by the Grantor and Collateral Agent to record the security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those Trademarks set forth on Schedule 1 hereto, and (b) recorded with the United States Patent and Trademark Office on January 21, 2015, at Reel 005444, Frame 0291; and

**WHEREAS**, the Grantor has requested a release of the security interest granted and recorded against the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby (i) terminates the Trademark Security Agreement and releases, terminates, discharges and cancels and re-assigns to the Grantor any and all liens, security interests, right, title and interest Collateral Agent may have in, to and under the Trademark Collateral, including, without limitation, those Trademarks set forth on Schedule 1 hereto, together with all the goodwill associated therewith and all Proceeds thereof; (ii) agrees that it shall, at the sole cost and expense of the Grantor, execute all other documents and do all other acts reasonably requested by the Grantor to relinquish and effect the release of such rights to the Grantor; and (iii) authorizes and requests that the United States

Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under the Trademark Security Agreement with respect to the Trademark Collateral.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[Signature Page Follows]*

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

**TORONTO DOMINION (TEXAS) LLC, as  
Collateral Agent**

By: 

Name: JOHN McPherson

Title: Authorized Signatory

Schedule 1

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Country</b>	<b>Applicant / Owner</b>	<b>Mark</b>	<b>Appl. No.</b>	<b>Appl. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
U.S.	GoGrid, LLC	1-BUTTON DEPLOY	(ITU) 86/164035	1/13/2014	4910196	03/01/2016
U.S.	GoGrid, LLC	CLOUDS WITHOUT OPINIONS	(ITU) 86/029121	8/5/2013	N/A	N/A
U.S.	GoGrid, LLC	10,000% GUARANTEED	78/725539	10/3/2005	3209759	2/13/2007
U.S.	GoGrid, LLC	CLOUD LOGO	77/949662	3/3/2010	3860319	10/12/2010
U.S.	GoGrid, LLC	COLOSERVE	78/400773	4/13/2004	2992062	9/6/2005
U.S.	GoGrid, LLC	COMPLEX INFRASTRUCTURE MADE EASY	85/084140	7/14/2010	3925528	3/1/2011
U.S.	GoGrid, LLC	CONTROL IN THE CLOUD	77/492000	6/5/2008	3564010	1/20/2009
U. S.	GoGrid, LLC	GOGRID	77/017910	10/10/2006	3360241	12/25/2007
U.S.	GoGrid, LLC	SERVEPATH	78/160587	9/4/2002	2817090	2/24/2004
U.S.	GoGrid, LLC	SKYSYS	77/844587	10/8/2009	3842989	8/31/2010