TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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. ("Assignor"))		11/15/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	DATAPIPE, INC., as Grantor and successor in interest to Layered Technologies, Inc.
Street Address:	10 EXCHANGE PLACE
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3144394	LAYERED TECHNOLOGIES
Registration Number:	3590647	
Registration Number:	3641443	THE VIRTUALIZATION SPECIALIST
Registration Number:	3284932	LAYERED TECH
Registration Number:	2997267	FASTSERVERS.NET
Registration Number:	3738942	SERVERHEROES

CH $165.00 3144394

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 &Garrison LLP
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

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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. ("Assignor")), in its capacity as collateral agent for the Secured Parties (the "Collateral Agent") in favor of DATAPIPE, INC. (the "Grantor") (successor in interest to Layered Technologies, Inc. ("LTI")). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Second Lien Credit Agreement, the LTI Trademark Security Agreement, the Resignation Agreement or the Assignment Agreement (each, as defined below).

W I T N E S S E T H:

WHEREAS, the Assignor and Grantor are parties to that certain Second Lien Credit Agreement, dated as of March 15, 2013, as amended by that certain Amendment No. 1 to Second Lien Credit Agreement, dated as of April 16, 2014 (as further amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), pursuant to which Grantor granted to Assignor a security interest in and lien on certain assets of Grantor;

WHEREAS, in connection with the Second Lien Credit Agreement, that certain Trademark Security Agreement (Second Lien), dated August 18, 2014, (the "LTI Trademark Security Agreement"), was (a) executed by LTI to grant the Secured Party a security interest in the Trademark Collateral (as defined in the LTI Trademark Security Agreement), including the trademark registrations and applications set forth on Schedule A hereto, and (b) recorded with the United States Patent and Trademark Office on August 27, 2014, at Reel 5352, Frame 0351;

WHEREAS, pursuant to that certain Resignation of Agent and Appointment of Agent Agreement, dated as of January 14, 2015 (the "Resignation Agreement"), Assignor assigned to Collateral Agent all rights and interests in and to the Loan and Loan Documents (as such terms are defined in the Second Lien Credit Agreement), including, without limitation, all security interests or liens in the Trademark Collateral;

WHEREAS, pursuant to the Resignation Agreement, that certain Assignment of Security Interests in Trademarks and Copyrights, dated January 14, 2015 (the "Assignment Agreement") was (a) entered into by Assignor and Collateral Agent to, among other things, record the assignment of the security interests granted by the LTI Trademark Security Agreement; and (b) recorded with the United States Patent and Trademark Office on January 16, 2015, at Reel 5442, Frame 0626; 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 LTI 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 trademark

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registrations and applications set forth on Schedule A hereto, together with all the goodwill associated therewith; (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 LTI 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]

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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 A

Trademark Registrations

Owner	Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
Layered Technologies, Inc.	LAYERED TECHNOLOGIES	US	3144394	9/19/2006
Layered Technologies, Inc.	quadrilateral design	US	3590647	3/17/2009
Layered Technologies, Inc.	THE VIRTUALIZATION SPECIALIST	US	3641443	6/16/2009
Layered Technologies, Inc.	LAYERED TECH	US	3284932	8/28/2007
Layered Technologies, Inc.	2009 Miscellaneous Design	US	3590647	3/17/2009
Layered Technologies, Inc. (formerly known as Fastservers, Inc.)	FASTSERVERS.NET	US	2997267	9/20/2005
Layered Technologies, Inc. (formerly known as Greensoft Solutions, Inc.)	SERVERHEROES	US	3738942	1/19/2010