

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451148

<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. ("Assignor"))		11/15/2017	Limited Liability Company: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	DATAPIPE, INC.
<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>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark
Registration Number:	4173723	DATAPIPE
Registration Number:	3856337	DATAPIPE
Registration Number:	3856349	DATAPIPE
Registration Number:	4141475	DATAPIPE GREEN
Registration Number:	4123923	DATAPIPE
Registration Number:	3404027	DATAPIPE
Registration Number:	4141476	DATAPIPE MANAGED CLOUD
Registration Number:	4286502	DATAPIPE YOUR CLOUD MANAGED
Registration Number:	4286497	DATAPIPE THIS IS YOUR CLOUD
Registration Number:	3826385	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3809691	DATAPIPE YOUR COMPETITIVE EDGE
Registration Number:	3404034	OPERATIONAL EMPATHY
Registration Number:	4176001	STRATOSPHERE
Registration Number:	4176002	STRATOSPHERE
Registration Number:	4179798	STRATOSPHERE REACH BEYOND THE CLOUD
Registration Number:	4176003	STRATOSPHERE REACH BEYOND THE CLOUD
Registration Number:	4115833	THIS IS YOUR CLOUD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4115861	YOUR CLOUD MANAGED
Registration Number:	3826386	YOUR COMPETITIVE EDGE
Registration Number:	3854776	YOUR COMPETITIVE EDGE
Registration Number:	4185126	YOUR ENTERPRISE VIRTUALIZED
Registration Number:	4363802	DATAPIPE
Registration Number:	4632652	DATAPIPE ONE
Registration Number:	4716827	DATAPIPE STRATOSPHERE
Registration Number:	4716828	DATAPIPE STRATOSPHERE
Registration Number:	4716829	DATAPIPE STRATOSPHERE
Registration Number:	4716830	DATAPIPE STRATOSPHERE
Registration Number:	4463000	DATAPIPE YOUR CLOUD
Registration Number:	4314443	E STRATOSPHERE
Registration Number:	4314444	V STRATOSPHERE
Registration Number:	4571442	DATAPIPE
Registration Number:	4724768	STRATOSPHERE
Serial Number:	85128578	DATAPIPE HARMONY
Serial Number:	85128574	HARMONY
Serial Number:	85196374	WE ARE THE ONE
Serial Number:	85196366	WHO IS THE ONE
Serial Number:	85196385	WHO IS THE ONE?
Serial Number:	85173828	YOUR CLOUD
Serial Number:	86031892	CLOUD DOMINION
Serial Number:	86031615	CLOUDARITY
Serial Number:	86136347	HARMONY
Serial Number:	85964051	WE OPTIMIZE IT
Serial Number:	85964136	WE OPTIMIZE IT
Serial Number:	85964200	WE OPTIMIZE IT
Serial Number:	85964261	WE OPTIMIZE IT
Serial Number:	86136379	WE OPTIMIZE IT

**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

**TRADEMARK**

**REEL: 006206 FRAME: 0758**

<b>ATTORNEY DOCKET NUMBER:</b>	30137-012
<b>NAME OF SUBMITTER:</b>	Matthew Castle
<b>SIGNATURE:</b>	/Matthew Castle/
<b>DATE SIGNED:</b>	11/16/2017

**Total Attachments: 6**

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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 “Borrower”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Assignment Agreement, the Second Lien Credit Agreement, the Trademark Security Agreement, or the Supplement Trademark Security Agreement (each, as defined below).

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

**WHEREAS**, the Assignor and Borrower 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 Borrower granted to Assignor a security interest in and lien on certain assets of Borrower;

**WHEREAS**, in connection with the Second Lien Credit Agreement, that certain Trademark Security Agreement (Second Lien), dated March 15, 2013, (the “Trademark Security Agreement”), as supplemented by that certain Supplement to Trademark Agreement (the “Supplement Trademark Security Agreement”) was (a) executed by Borrower to grant the Secured Party a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement and the Supplement 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 (i) April 1, 2013, at Reel 4995, Frame 0304 (in the case of the Trademark Security Agreement) and (ii) April 21, 2014, at Reel 5265, Frame 0093 (in the case of the Supplement Trademark Security Agreement);

**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 Trademark Security Agreement (as amended by the Supplement Trademark Security Agreement); and (b) recorded with the United States Patent and Trademark Office on January 16, 2015, at Reel 5442, Frame 0557; and (c) recorded with the United States Patent and Trademark Office on January 16, 2015, at Reel 5442, Frame 0596; and

**WHEREAS**, Borrower 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 the Supplement Trademark Security Agreement, and releases, terminates, discharges and cancels and re-assigns to the Borrower 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 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 Borrower, execute all other documents and do all other acts reasonably requested by the Borrower to relinquish and effect the release of such rights to the Borrower; 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 and the Supplement 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:           *McPherson*          

Name: *JOHN McPherson*

Title: *Authorized Signatory*

**SCHEDULE A**

**Trademark Registrations**

<b>Mark</b>	<b>Class</b>	<b>Registration Number/Date</b>	<b>Owner</b>
DATAPIPE (stylized)	39 & 42	4173723 07/17/2012	Datapipe, Inc.
DATAPIPE(stylized)	38	3856337 10/05/2010	Datapipe, Inc.
DATAPIPE(stylized)	42	3856349 10/05/2010	Datapipe, Inc.
DATAPIPE GREEN(stylized)	39 & 42	4141475 05/15/2012	Datapipe, Inc.
DATAPIPE	39 & 42	4123923 04/10/2012	Datapipe, Inc.
DATAPIPE	38 & 42	3404027 04/01/2008	Datapipe, Inc.
DATAPIPE MANAGED CLOUD	39 & 42	4141476 05/15/2012	Datapipe, Inc.
DATAPIPE THIS IS YOUR CLOUD	39 & 42	4286502 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR CLOUD MANAGED	39 & 42	4286497 02/05/2013	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	38	3826385 07/27/2010	Datapipe, Inc.
DATAPIPE YOUR COMPETITIVE EDGE	42	3809691 06/29/2010	Datapipe, Inc.
OPERATIONAL EMPATHY	42	3404034 04/01/2008	Datapipe, Inc.
STRATOSPHERE	38	4176001 07/17/2012	Datapipe, Inc.
STRATOSPHERE	42	4176002 07/17/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	38	4179798 07/24/2012	Datapipe, Inc.
STRATOSPHERE REACH BEYOND THE CLOUD	42	4176003 07/17/2012	Datapipe, Inc.
THIS IS YOUR CLOUD	39 & 42	4115833 03/20/2012	Datapipe, Inc.
YOUR CLOUD MANAGED	39 & 42	4115861 03/20/2012	Datapipe, Inc.
YOUR COMPETITIVE EDGE	38	3826386 07/27/2010	Datapipe, Inc.

<b>Mark</b>	<b>Class</b>	<b>Registration Number/Date</b>	<b>Owner</b>
YOUR COMPETITIVE EDGE	42	3854776 09/28/2010	Datapipe, Inc.
YOUR ENTERPRISE VIRTUALIZED	39 & 42	4185126 08/07/2012	Datapipe, Inc.

**Trademark Applications**

<b>Mark</b>	<b>Class</b>	<b>Filing Date/ Basis/Application Number</b>	<b>Registration Date/Number</b>	<b>Owner</b>
Datapipe	45	9/24/2012 National 85736639	07/9/2013 4363802	Datapipe, Inc.
Datapipe Harmony	39 & 42	09/13/2010 National 85128578	N/A	Datapipe, Inc.
Datapipe One	39 & 42	3/3/2011 National ITU 85257203	11/4/2014 4632652	Datapipe, Inc.
Datapipe Stratosphere	38	10/5/2012 National ITU 85746798	04/7/2015 4716827	Datapipe, Inc.
Datapipe Stratosphere	39	10/5/2012 National ITU 85746869	04/7/2015 4716828	Datapipe, Inc.
Datapipe Stratosphere	42	10/5/2012 National ITU 85746910	04/7/2015 4716829	Datapipe, Inc.
Datapipe Stratosphere	45	10/5/2012 National ITU 85746965	04/7/2015 4716830	Datapipe, Inc.
Datapipe Your Cloud	39 & 42	11/10/2010 National ITU 85173811	01/7/2014 4463000	Datapipe, Inc.
E Stratosphere	38, 39,42 & 45	2/16/2012 National ITU 85545122	04/2/2013 4314443	Datapipe, Inc.
Harmony	39 & 42	09/13/2010 National ITU 85128574	N/A	Datapipe, Inc.
V Stratosphere	38, 39, 42 & 45	2/16/2012 National ITU 85545169	04/2/2013 4314444	Datapipe, Inc.



<b>Mark</b>	<b>Class</b>	<b>Filing Date/ Basis/Application Number</b>	<b>Registration Date/Number</b>	<b>Owner</b>
We Are The One	39 & 42	12/13/2010 National ITU 85196374	N/A	Datapipe, Inc.
Who Is The One	39 & 42	12/13/2010 National ITU 85196366	N/A	Datapipe, Inc.
Who Is the One?	39 & 42	12/13/2010 National ITU 85196385	N/A	Datapipe, Inc.
Your Cloud	38 & 42	11/10/2010 National ITU 85173828	N/A	Datapipe, Inc.
CLOUD DOMINION	42	08/07/2013 National ITU 86031892	N/A	Datapipe, Inc.
CLOUDARITY	42	08/07/2013 National ITU 86031615	N/A	Datapipe, Inc.
DATAPIPE	42	08/07/2013 National 86122942	07/22/2014 4571442	Datapipe, Inc.
HARMONY	42	12/05/2013 National ITU 86136347	N/A	Datapipe, Inc.
STRATOSPHERE	42	12/05/2013 National ITU 86136141	04/21/2015 4724768	Datapipe, Inc.
WE OPTIMIZE IT	38	06/19/2013 National ITU 85964051	N/A	Datapipe, Inc.
WE OPTIMIZE IT	39	06/19/2013 National ITU 85964136	N/A	Datapipe, Inc.
WE OPTIMIZE IT	42	06/19/2013 National ITU 85964200	N/A	Datapipe, Inc.
WE OPTIMIZE IT	45	06/19/2013 National ITU 85964261	N/A	Datapipe, Inc.
WE OPTIMIZE IT	42	12/05/2013 National ITU 86136379	N/A	Datapipe, Inc.

Schedule A-3