

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolute Capital Partners Fund III, L.P	FORMERLY Tenth Street Fund III, L.P	12/05/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	iPremise, LLC		
Street Address:	5889 South Greenwood Plaza Blvd		
Internal Address:	Suite 201		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4037279	IPREMISE	
Registration Number:	4011318	HASSLE-FREE TECHNOLOGY. GUARANTEED.	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	ATTN HAYLEY SMITH		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35173-417		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	12/13/2017		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 5, 2017 (“Release”), is made by Resolute Capital Partners Fund III, L.P., a Delaware limited partnership (fka Tenth Street Fund III, L.P.), as Collateral Agent (“Agent”) in favor of iPremise, LLC, a Colorado limited liability company (“Obligor”).

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement dated as of August 22, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Agreement”) by and among the Obligor, Agent, and others party thereto, Obligor granted to the Agent, for the ratable benefit of the holders of the Obligations (“Secured Parties”), a security interest in, and a lien on, any and all of Obligor’s right, title and interest in and to all trademarks, trademark rights, trade names, trade name rights, including, but not limited to, the foregoing listed on Schedule A attached hereto, together with all goodwill, income, royalties, damages and payments now and hereafter due and payable thereunder and with respect thereto (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Agreement, Obligor executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on September 26, 2016 at Reel 5882 Frame 0988 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, and discharges the Notice, and releases the security interest in, and a lien on, any and all right, title and interest in and to all Trademark Collateral, granted pursuant to the Agreement; and

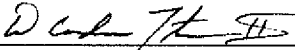
(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Resolute Capital Partners Fund III, L.P.,
a Delaware limited partnership
(fka Tenth Street Fund III, L.P.),
as Collateral Agent

By: 
Name: D. Andrew Tatman
Title: Authorized Signatory

Schedule A

**iPremise, LLC
(Colorado Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
IPREMISE	4037279	10/11/11
HASSLE-FREE TECHNOLOGY. GUARANTEED.	4011318	08/16/11