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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM483235

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TORONTO DOMINION (TEXAS) LLC		07/23/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BAYRING COMMUNICATIONS, INC.	
Street Address:	41 State Street	
City:	Albany	
State/Country:	NEW YORK	
Postal Code:	12207	
Entity Type:	Corporation: NEW HAMPSHIRE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2910945	TOTAL T
Registration Number:	2289477	BAYRING COMMUNICATIONS
Registration Number:	3287358	WORLDPATH
Registration Number:	4751127	TOTALIP

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: astark@paulweiss.com, aspoto@paulweiss.com,

dewilliams@paulweiss.com

Correspondent Name: Alexander Stark

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:	21730-008	
NAME OF SUBMITTER:	Alexander Stark	
SIGNATURE:	/Alexander Stark/	
DATE SIGNED:	07/24/2018	

Total Attachments: 4

source=12204442_1_Project Flight - 1L Trademark Release - BayRing (July 2018)#page1.tif source=12204442_1_Project Flight - 1L Trademark Release - BayRing (July 2018)#page2.tif source=12204442_1_Project Flight - 1L Trademark Release - BayRing (July 2018)#page3.tif source=12204442_1_Project Flight - 1L Trademark Release - BayRing (July 2018)#page4.tif

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of July 23, 2018 is made by TORONTO DOMINION (TEXAS) LLC, a Delaware limited liability company, in its capacity as Administrative Agent (referred to herein as the "Agent"), in favor of BAYRING COMMUNICATIONS, INC., a New Hampshire corporation with an address at 41 State Street, Albany, New York 12207 (the "Grantor"), pursuant to that certain Subsidiary Security Agreement, dated as of September 7, 2016 (and as the same may be further amended, restated, supplemented or otherwise modified from time to time, as supplemented by the Security Agreement Supplement, the "Security Agreement"), among the Grantor, the Agent and other parties thereto.

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, in connection with the Security Agreement, the Grantor executed and delivered the Trademark Security Agreement, dated as of December 22, 2016, in favor of the Agent (the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the other Secured Parties a Lien on and continuing security interest in all of its right, title, and interest in, to and under the Trademark Collateral set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 5, 2017, at Reel/Frame No. 5958/0304; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Grantor, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement, Trademark Security Agreement and Security Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Security Agreement).
- SECTION 2. <u>Release of Security Interest</u>. The Agent does hereby release, relinquish and discharge its Lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.
- SECTION 3. <u>Termination</u>. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. <u>Further Assurances</u>. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Trademarks.

SECTION 5. <u>Choice of Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

TORONTO DOMINION (TEXAS) LLC, as Agent

Name:

Title:

ALICE MARE AUTHORIZED SIGNATORY

REEL: 006415 FRAME: 0154

SCHEDULE A

U.S. Trademark Applications and Registrations

Registration Number	Serial No.	Title	Current Applicants / Registered Owner
US 2,910,945	78326799	TOTAL T	BAYRING COMMUNICATIONS, INC.
US 2,289,477	75402935	BAYRING COMMUNICATIONS	BAYRING COMMUNICATIONS, INC.
US 3,287,358	76669755	WORLDPATH	BAYRING COMMUNICATIONS, INC.
US 4,751,127	86392319	TOTALIP	BAYRING COMMUNICATIONS, INC.

RECORDED: 07/24/2018