ETAS ID: TM505690

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Toronto Dominion (Texas) LLC			Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Hosting.Com, Inc.		
Street Address:	900 S. Broadway, Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80209		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4587410	CLOUD CREW
Registration Number:	4392166	Н
Registration Number:	4446603	H HOSTING TAKING YOU FURTHER

#### **CORRESPONDENCE DATA**

Fax Number: 7044441111

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.

Phone: 704-444-1124

Email: elaine.hunt@alston.com Michele M. Glessner **Correspondent Name:** Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER: Elaine B. Hunt **SIGNATURE:** /Elaine B. Hunt/ **DATE SIGNED:** 01/14/2019

**Total Attachments: 3** 

source=toronto dominion to hosting.com#page1.tif source=toronto dominion to hosting.com#page2.tif

source=toronto dominion to hosting.com#page3.tif

#### RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This Release and Termination of Security Interest in Trademarks is made as of the 21<sup>st</sup> day of December, 2018 (the "Release Date"), in favor of **HOSTING.COM**, **INC.** ("Grantor") a Delaware corporation, by **TORONTO DOMINION** (**TEXAS**) **LLC**, in its capacity as administrative agent (the "Administrative Agent"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are parties to that certain (i) Borrower Security Agreement, dated as of February 28, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and (ii) Trademark Security Agreement, dated as of February 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement") pursuant to which Grantor granted to the Administrative Agent a Lien and security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademark and service mark registrations and applications listed on Schedule A hereto;

**WHEREAS**, the Trademark Security Agreement was recorded on May 10, 2017 by the Trademark Assignment Division of the United States Patent and Trademark Office, at Reel/Frame 006054/0281 (the "Notice of Grant"); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of the date hereof, by and between among others, Grantor and the Administrative Agent, Grantor has requested and the Administrative Agent has agreed to (a) release any and all Liens and security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

All of Administrative Agent's Liens, security interests, pledges, mortgages, and other encumbrances of any kind whatsoever created in Grantor's Trademark Collateral pursuant to the Security Agreement and Trademark Security Agreement shall be automatically terminated, released and discharged.

If and to the extent that the Administrative Agent has acquired any right, title or interest in or to any of the Grantor's Trademark Collateral, it hereby assigns and transfers such rights, title or interest to Grantor.

[Remainder of page intentionally left blank.]

**IN WITNESS WHEREOF**, the Administrative Agent has caused this document to be signed as of the date first set forth above by a duly authorized representative.

# TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT

BY: \_\_\_\_NAME:

TITLE:

WALLACE WONG AUTHORIZED SIGNATORY

## Schedule A Trademarks:

Owner	Mark	Application Number	Filing Date	Registration No.	Registration Date
Hosting.com, Inc.	CLOUD CREW	86/048818	08/27/2013	4587410	08/19/2014
Hosting.com, Inc		85/829783	01/23/2013	4392166	08/27/2013
Hosting.com, Inc.	M HOSTING	85/829816	01/23/2013	4446603	12/10/2013

**RECORDED: 01/14/2019**