

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEARCUB ACQUISITIONS LLC		01/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Faction Holdings, Inc.		
Street Address:	1660 Lincoln Street, Suite 1600		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80264		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4779001	FACTION	
Registration Number:	4814775	FACTION JOIN THE CLOUD REVOLUTION	
Registration Number:	4814776	JOIN THE CLOUD REVOLUTION	
Registration Number:	4814777	FUELED BY FACTION	
Registration Number:	4860974	FACTION FUELED CLOUD	
Registration Number:	4031581	REDCLOUD SERVICE	
Registration Number:	4061610	BLUECLOUD SERVICE	
Registration Number:	4061611	WHITECLOUD SERVICE	
Registration Number:	4035130	THINK OUTSIDE THE RACK	
Serial Number:	86334657	CHANNEL THE CLOUD	
Registration Number:	4852536	FACTION FUELED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		

OP \$290.00 4779001

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Joseph Landweber

SIGNATURE: /JOSEPH LANDWEBER/

DATE SIGNED: 01/31/2019

Total Attachments: 6

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Schedule C



NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of January 30, 2019 ("Effective Date"), by BEARCUB ACQUISITIONS LLC, ("Grantee"), in favor of FACTION HOLDINGS, INC.(f/k/a PeakColo Holdings, Inc.) (the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement (Intellectual Property) dated as of November 3, 2014 (the "IP Security Agreement"), Grantor assigned, transferred and conveyed to Ares Capital Corporation ("Ares"), and granted to Ares, a security interest in all of Grantor's right, title and interest in and to the Intellectual Property Collateral (as defined in the IP Security Agreement, the "Intellectual Property Collateral");

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5420, Frame 0515;

WHEREAS, Ares previously assigned to Grantee all of Ares' rights, remedies, duties and obligations under the IP Security Agreement, which assignment was recorded with the United States Patent and Trademark Office at Reel 6204, Frame 0279; and

WHEREAS, Grantee has agreed to release its lien on all of the Intellectual Property Collateral, including but not limited to, the trademarks and trademark applications listed on Schedule A hereto (collectively, the "Released Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee's mortgage, pledge, and hypothecation and lien on and security interest in the Released Trademark Collateral is hereby terminated and released.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Released Trademark Collateral. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.
3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in

order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Grantee authorizes Grantor (or their agents) to file such documentation as is necessary to effect the releases of the Intellectual Property Collateral granted hereunder.

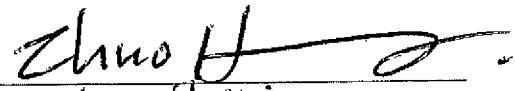
4. Delivery of an executed signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed signature page of this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Notice of Release to be duly executed as of the date first set forth above.

GRANTEE:

BEARCUB ACQUISITIONS LLC

By: 
Name: Zhuo Huang
Title: ~~Associate General Counsel~~
Vice President

SCHEDULE A

U.S. Trademark Applications/ Registrations

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date
FACTION	U.S.	86/407,759 09/26/2014	4,779,001 07/21/2015
FACTION JOIN THE CLOUD REVOLUTION	U.S.	86/455154 11/14/2014	4,814,775 09/15/2015
JOIN THE CLOUD REVOLUTION	U.S.	86/455,164 11/14/2014	4,814,776 09/15/2015
FUELED BY FACTION	U.S.	86/455,170 11/14/2014	4,814,777 09/15/2015
FACTION FUELED	U.S.	86/455,184 11/14/2014	4,852,536 11/10/2015
FACTION FUELED CLOUD	U.S.	86/463,018 11/24/2015	4,860,974 11/24/2015
REDCLOUD SERVICE	U.S.	85/246,409 02/18/2011	4,031,5811 09/27/2011
BLUECLOUD SERVICE	U.S.	85/280,368 03/29/2011	4,061,610 11/22/2011
WHITECLOUD SERVICE	U.S.	85/280,411 032/29/2011	4,061,611 11/22/2011
THINK OUTSIDE THE RACK	U.S.	85/280,515 03/29/2011	4,035,130 10/04,2011
CHANNEL THE CLOUD	U.S.	86/334,657 07/11/2014	N/A

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