

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		12/18/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Xinet		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2513903	COLOR VERITE	
Registration Number:	1879622	K-SPOOL	
Registration Number:	1879623	K-TALK	
Registration Number:	1879624	K-FS	
Registration Number:	1879625	K-ASHARE	
Registration Number:	2019733	FULLPRESS	
Registration Number:	1885895	XINET	
Registration Number:	2368556	PICTURE WRANGLER	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	512-656-7960		
Email:	brian.spross@jonesspross.com		
Correspondent Name:	Brian Spross		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		

OP \$215.00 2513903

NAME OF SUBMITTER:	Brian Spross
SIGNATURE:	/Brian Spross/
DATE SIGNED:	05/29/2019
Total Attachments: 10 source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page1.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page2.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page3.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page4.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page5.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page6.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page7.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page8.tif source=SVB Pay-Off Letter - North Plains-Xinet_Redacted#page9.tif source=North Plains Holdings (US) UCC termination statement 20190329#page1.tif	

December 18, 2018

North Plains Systems Corp.
510 Front Street West, 4th Floor
Toronto, Ontario M5V 3H3

Re: Pay-Off Letter

Ladies and Gentlemen:


We refer to the Credit Agreement dated as of February 25, 2011 (as the same may be further amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*") entered into by and among Silicon Valley Bank ("*Administrative Agent*"), NORTH PLAINS SYSTEMS HOLDINGS, LP, a Delaware limited partnership ("*Parent Guarantor*"), NORTH PLAINS SYSTEMS CORP., an Ontario corporation as successor by amalgamation to NORTH PLAINS HOLDINGS (CANADA) CORP. ("*Canadian Borrower*"), NORTH PLAINS HOLDINGS (US), INC. ("*US Holdco*"), NORTH PLAINS, LLC ("*North Plains LLC*"), XINET ("*Xinet*"), VYRE LIMITED ("*Vyre*"), NORTH PLAINS (UK) LIMITED ("*UK Borrower*", and together with Canadian Borrower, individually and collectively, and jointly and severally, "*Borrower*"). Further reference is made to that certain Second Amended and Restated Guaranty dated as of November 2, 2015 executed and delivered by ACCEL-KKR CAPITAL PARTNERS III, LP ("*Sponsor Guarantor*", and together with Borrower, Parent Guarantor, US Holdco, North Plains LLC, Xinet, and Vyre, jointly, severally, and collectively, the "*Obligors*") in favor of the Administrative Agent. *Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.*

[REDACTED]

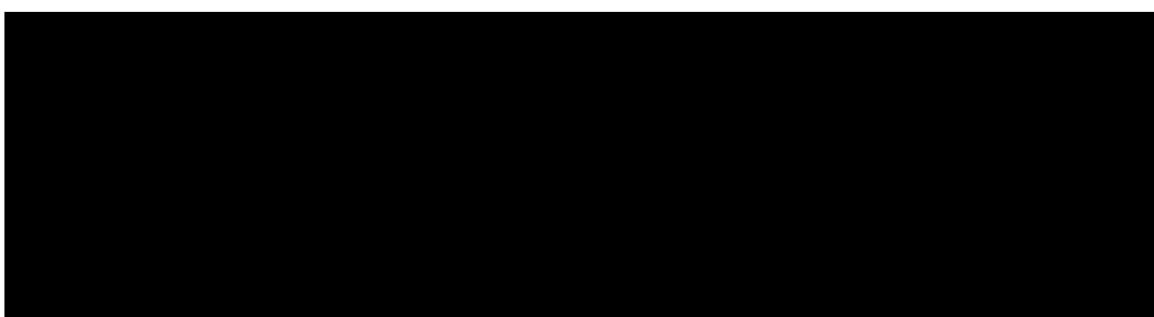
[REDACTED]

[REDACTED]

[REDACTED]



Administrative Agent and Security Trustee each authorizes Borrowers, or any other party on behalf of or as designated by Borrowers, upon or after the Pay-Off Date, to file or deliver any UCC-3 Termination Statements, PPSA Termination Statements, Intellectual Property filings, control agreement terminations or other documents reasonably necessary to evidence the release, termination and discharge of Administrative Agent's and Security Trustee's security interests and other liens in any of the Obligors property or assets. On or following the Pay-Off Date, promptly after request by Borrowers, Administrative Agent and Security Trustee shall each (i) deliver such termination notices relating to any deposit or securities account control agreements, landlord waivers, bailee waivers or other notices terminating Administrative Agent's and Security Trustee's security interests and other liens arising under the Loan Documents as reasonably required to evidence such termination or as reasonably requested by Borrowers, or any party on behalf of Borrowers, and (ii) return any pledged stock, instrument or other possessory collateral in Administrative Agent's possession, in each case, together with the applicable instrument of transfer to Borrowers or to such third party as Borrowers may direct in writing to Administrative Agent; provided, that any reasonable out of pocket costs or expenses incurred by Administrative Agent or Security Trustee with respect to such items (including all reasonable and documented attorneys' fees and expenses) shall be reimbursed promptly by Borrowers on demand. Upon the Pay-Off Date, Administrative Agent and Security Trustee each further agrees to procure, deliver, or execute and deliver to Borrowers, from time to time, all further releases, termination statements, certificates, instruments, and documents, each in form and substance satisfactory to Borrowers, Administrative Agent, and Security Trustee (as applicable), and take any other actions, as may be reasonably requested by Borrowers or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the reasonable expense of Borrowers (including all reasonable and documented attorneys' fees and expenses).



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This Pay-Off Letter may be executed and delivered in multiple counterparts and by facsimile or electronic mail signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed signature page of this Pay-Off Letter by

facsimile or other electronic transmission shall be effective as delivery of an original executed counterpart hereof.

This Pay-Off Letter shall be governed by the laws of the State of New York and shall become effective only when signed by Administrative Agent, Security Trustee, and Lender and accepted by all of Obligors by their due execution in the space provided below.

[Remainder of Page Intentionally Left Blank]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: 
Name: Jocelyn Hartmann
Title: Director

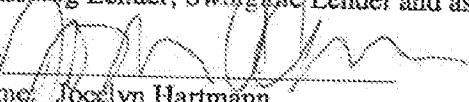
SECURITY TRUSTEE:

SILICON VALLEY BANK

By: 
Name: Jocelyn Hartmann
Title: Director

LENDER:

SILICON VALLEY BANK,
as Issuing Lender, Swingline Lender and as a Lender

By: 
Name: Jocelyn Hartmann
Title: Director

BORROWER:

NORTH PLAINS SYSTEMS CORP.
an Ontario corporation

By: *Bonnie-Jeanne Gerety*
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer

**EXECUTED as a DEED by NORTH PLAINS (UK)
LIMITED**

acting by a director in the presence of:

Bonnie-Jeanne Gerety
Bonnie-Jeanne Gerety

Bonnie-Jeanne Gerety
Signature of director

Signature of witness: *J. J. F.*


Print name: *Jonathan Freinkel*

Address: *5245 Woodmoore Ct.*


Atlanta, GA 30342

GUARANTORS/GRANTORS:

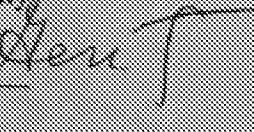
NORTH PLAINS SYSTEMS HOLDINGS, LP,
a Delaware limited partnership

By: 
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer


NORTH PLAINS HOLDINGS (US), INC.,
a Delaware corporation

By: 
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer

NORTH PLAINS, LLC,
a Delaware limited liability company

By: 
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer

XINET,
a California corporation

By: 
Name: Bonnie-Jeanne Gerety
Title: Chief Financial Officer

EXECUTED as a DEED by VYRE LIMITED

acting by a director in the presence of:

Bonnie Jeanne Gerety
Bonnie Jeanne Gerety

Bonnie-Jeanne Gerety Signature of director

Signature of witness

Jr Fr 1

Print name

Jonathan Frinkel

Address

5245 Woodmore Ct

Atlanta, GA 30342

TRADEMARK

REEL: 006658 FRAME: 0997

SPONSOR GUARANTOR

ACCEL-KKR CAPITAL PARTNERS III, LP

By AKKR III Management Company, LP, its general partner

By: AKKR Management Company, LLC, its general partner

By:

Name: Rob Palumbo

Title: Manager

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JONES & SPROSS, PLLC 512-693-7835

B. E-MAIL CONTACT AT FILER (optional)
TINA.KRALES@JONESSPROSS.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CAPITOL SERVICES, INC.
PO BOX 1831
AUSTIN, TX 78767
US

Delaware Department of State
U.C.C. Filing Section
Filed: 05:26 PM 03/29/2019
U.C.C. Initial Filing No: 2011 0702475
Amendment No: 2019 2184658
Service Request No: 20192414263

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20110702475

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Acknowledgment (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME:

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
if this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
SILICON VALLEY BANK

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
PROJECT MORTH PLAINS - DE - STATE