

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release by Secured Party		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Escalate Capital Partners SBIC III, LP		12/06/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Peerless Network, Inc.		
Street Address:	222 S. Riverside Plaza		
Internal Address:	Suite 1900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3399296	PEERLESS NETWORK	
Registration Number:	5124562	SIMPLIFYING HOW NETWORKS, DEVICES AND PE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Alesha.Wright@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brian C. Kalas		
SIGNATURE:	/Brian C. Kalas/		
DATE SIGNED:	06/06/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Escalate Capital Partners SBIC III, LP

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 6, 2018

- Assignment
- Security Agreement
- Other Release by Secured Party
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Peerless Network, Inc.

Street Address: 222 S. Riverside Plaza, Suite 1900

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware, USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3399296; 5124562

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Peerless Network: simplifying how networks, devices, an people connect

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brian C. Kalas

Internal Address: Niehaus Kalas Hinshaw, Ltd

Street Address: 7150 Granite Circle, Suite 203

City: Toledo

State: Ohio Zip: 43617

Phone Number: (419) 517-9090

Docket Number: _____

Email Address: kalas@nkh.law

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

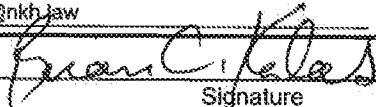
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

June 6, 2019

Date

Brian C. Kalas

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Release of Security Interests in Intellectual Property is made as of the 6th day of December, 2018, in favor of Peerless Network, Inc., a Delaware corporation, and its Subsidiaries identified in Schedule A (collectively, "Borrowers"), by Escalate Capital Partners SBIC III, LP, a Delaware limited partnership ("Lender").

WHEREAS, an Intellectual Property Security Agreement, dated June 18, 2015, made by the Borrowers in favor of the Lender was (i) recorded on June 24, 2015 by the Patent Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 035964/0614 and (ii) recorded on June 24, 2015 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 5560/0202 (the "Security Agreement").

WHEREAS, as evidenced by the Payoff Letter of even date herewith, the Borrowers have made payment to satisfy in full the obligations owed to the Lender by the Borrowers under the above recorded Security Agreement, and the Lender has agreed to terminate, release and discharge its security interest in the Borrowers' patents listed on Schedule B hereto and trademarks listed on Schedule C hereto (the "Intellectual Property").


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

All of Lender's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created in Borrowers' Intellectual Property pursuant to the Security Agreement shall be automatically terminated, released and discharged.

If and to the extent that Lender has acquired any right, title or interest in or to any of the Borrowers' Intellectual Property, it hereby assigns and transfers such rights, title or interest to Borrowers, along with any goodwill in the Intellectual Property that the Lender may have acquired.

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

ESCALATE CAPITAL PARTNERS SBIC III, LP

BY: 

NAME: ROSS LOCKMAN

TITLE: MEMBER

TRADEMARK

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Schedule A
Subsidiaries

AIR US, INC., a Delaware corporation
AIRUS CLOUD COMMUNICATIONS, LLC, a Delaware limited liability company
AIRUS VIRGINIA, INC., a Virginia corporation
PEERLESS ATLANTA DATA CENTER, LLC, a Delaware limited liability company
PEERLESS CHICAGO DATA CENTER, LLC, a Delaware limited liability company
PEERLESS ENTERPRISE CLOUD SERVICES, LLC, a Delaware limited liability company
PEERLESS NETWORK OF ALABAMA, LLC, an Alabama limited liability company
PEERLESS NETWORK OF ARIZONA, LLC, an Arizona limited liability company
PEERLESS NETWORK OF ARKANSAS, LLC, an Arkansas limited liability company
PEERLESS NETWORK OF CALIFORNIA, LLC, a California limited liability company
PEERLESS NETWORK OF COLORADO, LLC, a Colorado limited liability company
PEERLESS NETWORK OF CONNECTICUT, LLC, a Connecticut limited liability company
PEERLESS NETWORK OF DELAWARE, LLC, a Delaware limited liability company
PEERLESS NETWORK OF FLORIDA, LLC, a Florida limited liability company
PEERLESS NETWORK OF GEORGIA, LLC, a Georgia limited liability company
PEERLESS NETWORK OF HAWAII, LLC, a Hawaii limited liability company
PEERLESS NETWORK OF IDAHO, LLC, an Idaho limited liability company
PEERLESS NETWORK OF ILLINOIS, LLC, an Illinois limited liability company
PEERLESS NETWORK OF INDIANA, LLC, an Indiana limited liability company
PEERLESS NETWORK OF IOWA, LLC, an Iowa limited liability company
PEERLESS NETWORK OF KANSAS, LLC, a Kansas limited liability company
PEERLESS NETWORK OF KENTUCKY, LLC, a Kentucky limited liability company
PEERLESS NETWORK OF LOUISIANA, LLC, a Louisiana limited liability company
PEERLESS NETWORK OF MAINE, LLC, a Maine limited liability company
PEERLESS NETWORK OF MARYLAND, LLC, a Maryland limited liability company
PEERLESS NETWORK OF MASSACHUSETTS, LLC, a Massachusetts limited liability company
PEERLESS NETWORK OF MICHIGAN, LLC, a Michigan limited liability company
PEERLESS NETWORK OF MINNESOTA, LLC, a Minnesota limited liability company
PEERLESS NETWORK OF MISSISSIPPI, LLC, a Mississippi limited liability company
PEERLESS NETWORK OF MISSOURI, LLC, a Missouri limited liability company
PEERLESS NETWORK OF MONTANA, LLC, a Montana limited liability company
PEERLESS NETWORK OF NEBRASKA, LLC, a Nebraska limited liability company
PEERLESS NETWORK OF NEVADA, LLC, a Nevada limited liability company
PEERLESS NETWORK OF NEW HAMPSHIRE, LLC, a New Hampshire limited liability company
PEERLESS NETWORK OF NEW JERSEY, LIMITED LIABILITY COMPANY, a New Jersey limited liability company
PEERLESS NETWORK OF NEW MEXICO, LLC, a New Mexico limited liability company
PEERLESS NETWORK OF NEW YORK, LLC, a New York limited liability company
PEERLESS NETWORK OF NORTH CAROLINA, LLC, a North Carolina limited liability company
PEERLESS NETWORK OF NORTH DAKOTA, LLC, a North Dakota limited liability company
PEERLESS NETWORK OF OHIO, LLC, an Ohio limited liability company
PEERLESS NETWORK OF OKLAHOMA, LLC, an Oklahoma limited liability company
PEERLESS NETWORK OF OREGON, LLC, an Oregon limited liability company
PEERLESS NETWORK OF PENNSYLVANIA, LLC, a Pennsylvania limited liability company
PEERLESS NETWORK OF RHODE ISLAND, LLC, a Rhode Island limited liability company
PEERLESS NETWORK OF SOUTH CAROLINA, LLC, a South Carolina limited liability company

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PEERLESS NETWORK OF SOUTH DAKOTA, LLC, a South Dakota limited liability company
PEERLESS NETWORK OF TENNESSEE, LLC, a Tennessee limited liability company
PEERLESS NETWORK OF TEXAS, LLC, a Texas limited liability company
PEERLESS NETWORK OF THE DISTRICT OF COLUMBIA, LLC, a District of Columbia limited liability company
PEERLESS NETWORK OF UT AH, LLC, a Utah limited liability company
PEERLESS NETWORK OF VERMONT, LLC, a Vermont limited liability company
PEERLESS NETWORK OF VIRGINIA, LLC, a Virginia limited liability company
PEERLESS NETWORK OF WASHINGTON, LLC, a Washington limited liability company
PEERLESS NETWORK OF WEST VIRGINIA, LLC, a West Virginia limited liability company
PEERLESS NETWORK OF WISCONSIN, LLC, a Wisconsin limited liability company
PEERLESS NETWORK OF WYOMING, LLC, a Wyoming limited liability company
PEERLESS NETWORK REAL EST ATE HOLDINGS, LLC, a Delaware limited liability company
WAVENATION, LLC, a Colorado limited liability company

**Schedule B
Patents**

SERIAL NO.	FILING DATE	PUBL. NO.	PUBL. DATE	PATENT NO.	ISSUE DATE	APPLICANT
13/783,994	03/04/2013	2013/0177014	07/11/2013	9,036,625	05/19/2015	PEERLESS NETWORK, INC.
13/598,710	08/30/2012	2012/0320907	12/20/2012	8,559,614	10/15/2013	PEERLESS NETWORK, INC.
13/589,648	08/20/2012	2012/0314701	12/13/2012	8,792,478	07/29/2014	PEERLESS NETWORK, INC.
13/453,637	04/23/2012			8,983,507	03/17/2015	PEERLESS NETWORK, INC.
12/469,560	05/20/2009			8,401,166	03/19/2013	PEERLESS NETWORK, INC.
12/469,454	05/20/2009			8,284,765	10/09/2012	PEERLESS NETWORK, INC.
12/469,511	05/20/2009			8,275,112	09/25/2012	PEERLESS NETWORK, INC.

Schedule C
Trademarks

WORD MARK	SERIAL NO	FILING DATE	REG. NO.	REG. DATE	OWNER (APPLICANT)
AIRUS TELECOM	86/257,740	04/21/2014			AIRUS, INC.
AIRUS	86/257,632	04/21/2014			AIRUS, INC.
SIMPLIFYING HOW NETWORKS, DEVICES AND PEOPLE CONNECT	85/913,671	04/24/2013			PEERLESS NETWORK, INC.
PEERLESS NETWORK	77/169,096	04/30/2007	3399296	03/18/2008	PEERLESS NETWORK, INC.
WAVENATION	86/458,577	11/19/2014			WAVENATION, LLC

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RECORDED: 06/06/2019