

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME: 6383/0364		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO TRUST COMPANY, N.A.		09/06/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NAVISITE LLC		
Street Address:	12405 POWERSCOURT DRIVE		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63131		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5595643	AMERICA'S JOB EXCHANGE	
Registration Number:	3403811	AMERICA'S JOB EXCHANGE	
Registration Number:	3833961	NAVICLOUD	
Registration Number:	4588686	NAVICLOUD DIRECTOR	
Registration Number:	2445562	NAVISITE	
Registration Number:	5410326	NAVISITE	
Registration Number:	3852534	NAVISITE	
Registration Number:	2256916	NAVISITE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	23542-128		

CH \$215.00 5595643

NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	09/10/2019
Total Attachments: 5 source=Charter-Wells Fargo-Trademark Release-9.6.19 Collateral Sale (Executed)_(64004675_1)#page1.tif source=Charter-Wells Fargo-Trademark Release-9.6.19 Collateral Sale (Executed)_(64004675_1)#page2.tif source=Charter-Wells Fargo-Trademark Release-9.6.19 Collateral Sale (Executed)_(64004675_1)#page3.tif source=Charter-Wells Fargo-Trademark Release-9.6.19 Collateral Sale (Executed)_(64004675_1)#page4.tif source=Charter-Wells Fargo-Trademark Release-9.6.19 Collateral Sale (Executed)_(64004675_1)#page5.tif	

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), dated as of September 6, 2019 (the “Effective Date”), is made by Wells Fargo Trust Company, N.A., as Trustee in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement (defined below) (in such capacity, the “Collateral Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of July 16, 2018, by and among the Collateral Agent, the Grantors and certain other parties thereto and amended by that certain Amendment No. 1, dated as of April 15, 2019 (as amended, amended and restated, or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of July 16, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the certain Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on July 17, 2018 at Reel/Frame 6383/0364;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Officer’s Certificate, dated as of the date hereof, the Collateral Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Guarantee and Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels, solely with respect to the trademark registrations and applications set forth on Schedule A attached hereto (the “Released Trademark Collateral”), all of its security interest in and to the Released Trademark Collateral arising under the Guarantee and Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral set forth on Schedule A hereto under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Guarantee and Collateral Agreement or the Trademark Security Agreement. The Collateral Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Guarantee and Collateral Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Collateral Agent’s security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WELLS FARGO TRUST COMPANY, N.A.,
acting in its capacity as Collateral Agent

By: _____

Name: Joseph H. Pugsley
Title: Vice President

GRANTORS:

NAVISITE LLC

By: _____

Name: Charles Fisher
Title: Executive Vice President, Corporate
Finance & Development

ALABANZA LLC

By: _____

Name: Charles Fisher
Title: Executive Vice President, Corporate
Finance & Development

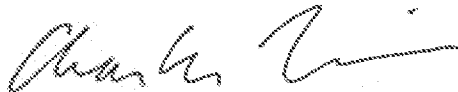
[Signature Page to Release]

TRADEMARK
REEL: 006741 FRAME: 0043

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GRANTORS:

NAVISITE LLC

By: 

Name: Charles Fisher
Title: Executive Vice President, Corporate
Finance & Development

ALABANZA LLC

By: 

Name: Charles Fisher
Title: Executive Vice President, Corporate
Finance & Development

Schedule A

Released Trademarks

Mark	Jurisdiction	Application No. / Registration No.	Filing Date / Registration Date	Status	Owner
AMERICA'S JOB EXCHANGE (Stylized) and Design 	United States (Federal)	SN: 87850617 RN: 5595643	26-Mar-2018 30-Oct-2018	Registered	NaviSite LLC
AMERICA'S JOB EXCHANGE (Stylized) and Design 	United States (Federal)	SN: 77152751 RN: 3403811	10-Apr-2007 25-Mar-2008	Registered — Supplemental Register	NaviSite LLC
NAVICLOUD	United States (Federal)	SN: 77822384 RN: 3833961	09-Sep-2009 17-Aug-2010	Registered	NaviSite LLC
NAVICLOUD DIRECTOR	United States (Federal)	SN: 86172751 RN: 4588686	23-Jan-2014 19-Aug-2014	Registered	NaviSite LLC
NAVISITE	United States (Federal)	SN: 75629506 RN: 2445562	28-Jan-1999 24-Apr-2001	Registered	NaviSite LLC
NAVISITE (Stylized) 	United States (Federal)	SN: 87308555 RN: 5410326	20-Jan-2017 27-Feb-2018	Registered	NaviSite LLC
NAVISITE and Design 	United States (Federal)	SN: 77843513 RN: 3852534	07-Oct-2009 28-Sep-2010	Registered	NaviSite LLC
NAVISITE and Design 	United States (Federal)	SN: 75455179 RN: 2256916	23-Mar-1998 29-Jun-1999	Registered	NaviSite LLC