

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST COMPANY AMERICAS		04/01/2020	BANKING CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	NEXTEL COMMUNICATIONS, INC.
Street Address:	6200 SPRINT PARKWAY
City:	OVERLAND PARK
State/Country:	KANSAS
Postal Code:	66251
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2584693	CHIRP
Registration Number:	5047282	
Registration Number:	2810436	DIRECT CONNECT
Registration Number:	2797952	DIRECT CONNECT
Registration Number:	2956848	GROUP CONNECT
Registration Number:	1884244	NEXTEL
Registration Number:	1637139	NEXTEL
Registration Number:	2236098	NEXTEL DIRECT CONNECT
Registration Number:	2980059	PRIORITY CONNECT

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/1490
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	04/03/2020
Total Attachments: 3 source=(34733889)_ (1)_IP Release #16_TM Release (Nextel Communications Inc.) (Execution 4.1.20)#page1.tif source=(34733889)_ (1)_IP Release #16_TM Release (Nextel Communications Inc.) (Execution 4.1.20)#page2.tif source=(34733889)_ (1)_IP Release #16_TM Release (Nextel Communications Inc.) (Execution 4.1.20)#page3.tif	

**TERMINATION AND RELEASE OF
FIRST PRIORITY AND JUNIOR PRIORITY SECURITY INTEREST IN TRADEMARK
RIGHTS**

TERMINATION AND RELEASE dated as of April 1, 2020, from DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Trustee (the “Collateral Trustee”) to NEXTEL COMMUNICATIONS, INC., a Delaware corporation (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of February 3, 2017, in favor of the Collateral Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), Grantor granted a security interest (the “Security Interest”) to the Collateral Trustee in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of First Priority and Junior Priority Security Interest in Trademark Rights dated as of February 3, 2017, among the Collateral Trustee and Grantor (the “Trademark Security Agreement”), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Trustee specifically in certain Collateral (as that term is defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 6, 2017 at Reel 6002 and Frame 0035.

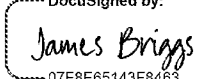
WHEREAS, the Collateral Trustee now desires to terminate and release the entirety of its Security Interest in the Collateral;

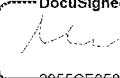
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Trustee hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement.
2. Release of Security Interest. The Collateral Trustee hereby terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Collateral, and any right, title or interest of the Collateral Trustee in such Collateral shall hereby cease and become void.
3. Further Assurances. The Collateral Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested and prepared by the Grantor to effect the release of the Security Interest contemplated hereby, which shall be at Grantor’s sole cost and expense.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Trustee

DocuSigned by:

By: _____
Name: James Briggs
Title: Vice President

DocuSigned by:

By: _____
Name: Mary Coseo
Title: Vice President

SCHEDULE A

Owner	Trademark	Status	App. No.	Reg. No.	File Date	Reg. Date
Nextel Communications, Inc.	CHIRP	Registered	76-141027	2584693	4-Oct-00	25-Jun-02
Nextel Communications, Inc.	CHIRP (sensory mark 1800 Hz)	Registered	78575442	5047282	25-Feb-05	27-Sep-16
Nextel Communications, Inc.	DIRECT CONNECT	Registered	78-105458	2810436	29-Jan-02	3-Feb-04
Nextel Communications, Inc.	DIRECT CONNECT	Registered	78-975071	2797952	29-Jan-02	23-Dec-03
Nextel Communications, Inc.	GROUP CONNECT	Registered	76977118	2956848	4-Sep-02	31-May-05
Nextel Communications, Inc.	NEXTEL	Registered	74-395026	1884244	26-May-93	14-Mar-95
Nextel Communications, Inc.	NEXTEL	Registered	74066566	1637139	7-Jun-90	5-Mar-91
Nextel Communications, Inc.	NEXTEL DIRECT CONNECT	Registered	75-244957	2236098	19-Feb-97	30-Mar-99
Nextel Communications, Inc.	PRIORITY CONNECT	Registered	78-976119	2980059	10-Apr-03	26-Jul-05