

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575556

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement recorded at Reel 6244/Frame 0300		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ubersmith, Inc.		
Street Address:	12120 Sunset Hills Road, Suite 330		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20190		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3761072	UBERSMITH	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06346-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	05/08/2020		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of May 8, 2020, by **JEFFERIES FINANCE LLC**, in its capacity as Collateral Agent under (and as defined in) the Credit Agreement referred to below (the “Collateral Agent”) for the benefit of **UBERSMITH, INC.**, a Delaware corporation (the “Pledgor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain (i) Credit Agreement, dated as of April 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); (ii) Security Agreement, dated as of April 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and (iii) Trademark Security Agreement, dated as of April 6, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Pledgor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Schedule I hereto; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 5, 2018 at Reel 6244 and Frame 0300; and

WHEREAS, Pledgor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

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

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Trademark Security Agreement to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Trademark Collateral to the Pledgor.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Trademark Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

JEFFERIES FINANCE LLC, as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE I
to the Release of Trademark Security Agreement

UNITED STATES TRADEMARKS:

Active Trademarks and Trademark Applications

	Mark	Owner	Country	Status	Application No.	Application Date	Registration No.	Registration Date
1.	UBERSMITH	Ubersmith, Inc.	United States of America	Registered	77795672	Aug-3-2009	3761072	Mar-16-2010

OTHER TRADEMARKS:

Active Trademarks and Trademark Applications

None.