

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at R/F 6856/0673		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Second Lien Collateral Agent		12/02/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Flexential Corp. (f/k/a Peak 10, Inc.)		
Street Address:	8809 Lenox Point Drive		
Internal Address:	Suite G		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87748446	FLEXENTIAL	
Serial Number:	87958450	FLEXENTIAL	
Serial Number:	87778247	THE POWER OF PEOPLE IN A TECHNICAL WORLD	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0202		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	12/02/2021		
Total Attachments: 3			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 2, 2021 (the “Effective Date”), is made by CITIBANK, N.A., as second lien collateral agent (in such capacity, the “Agent”), in favor of FLEXENTIAL CORP. (f/k/a Peak 10, Inc.) (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement by and among the Grantor, the Agent, and certain other parties, dated as of August 1, 2017 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of February 5, 2020 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on February 5, 2020 at Reel/Frame 6856/0673;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under (a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule A attached hereto; and (b) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof; all Proceeds of any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments then or thereafter due and/or payable with respect thereto; and all other rights accruing thereunder or pertaining thereto throughout the world; but excluding any Excluded Assets (collectively, the “Trademark Collateral”);

WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Trademark Collateral.

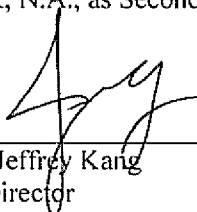
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, and any successor to the Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the Effective Date.


CITIBANK, N.A., as Second Lien Collateral Agent

By: 
Name: Jeffrey Kang
Title: Director

SCHEDULE A

TRADEMARKS

Trademark Registrations and Applications

Trademark	Serial Number Filing Date	Registration Number Registration Date	Grantor
FLEXENTIAL 	87748446 1/9/2018	5704654 3/19/2019	Flexential Corp.
FLEXENTIAL	87958450 6/12/2018	5674400 2/12/2019	Flexential Corp.
THE POWER OF PEOPLE IN A TECHNICAL WORLD	87778247 1/31/2018	5704789 3/19/2019	Flexential Corp.