

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Trademarks at R/F 6120/0254		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as First 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 Pointe Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4055938	PEAKCOLO	
Registration Number:	4395876	PEAKCOLO	
Registration Number:	4745885	PEAKCOLO	
Registration Number:	4745887	PEAK	
Registration Number:	4745888	PEAK POWERED	
Registration Number:	4745889	POWERED BY PEAK	
Registration Number:	4680526	PEAK 10	
Registration Number:	4789998	PEAK 10	
Registration Number:	4970423	PROPELLING YOUR SUCCESS	
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		

OP \$240.00 4055938

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	12/02/2021
Total Attachments: 5 source=Flexential - First Lien Trademark Release - 2017 TSA [Executed] (128089113.1)#page1.tif source=Flexential - First Lien Trademark Release - 2017 TSA [Executed] (128089113.1)#page2.tif source=Flexential - First Lien Trademark Release - 2017 TSA [Executed] (128089113.1)#page3.tif source=Flexential - First Lien Trademark Release - 2017 TSA [Executed] (128089113.1)#page4.tif source=Flexential - First Lien Trademark Release - 2017 TSA [Executed] (128089113.1)#page5.tif	

RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of December 2, 2021 (the “Effective Date”), is made by JPMORGAN CHASE BANK, N.A., as first lien collateral agent (in such capacity, the “Agent”), in favor of FLEXENTIAL COLORADO LLC (f/k/a ViaWest, Inc. and Flexential Colorado Corp.), and FLEXENTIAL CORP. (f/k/a Peak 10, Inc.), INETU INC., and APPLIED TRUST ENGINEERING, INC. (each a “Grantor” and collectively, the “Grantors”). 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 First Lien Pledge and Security Agreement by and among the Grantors, 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 Grantors executed and delivered a First Lien Trademark Security Agreement, dated as of August 1, 2017 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on August 1, 2017 at Reel/Frame 6120/0211 (with respect to Flexential Colorado LLC), at Reel/Frame 6120/0254 (with respect to Flexential Corp.), at Reel/Frame 6120/0289 (with respect to Intetu, Inc.), and at Reel/Frame 6120/0333 (with respect to Applied Trust Engineering, Inc.);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such 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 Grantors have 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 each Grantor any right, title or interest it may have in the Trademark Collateral of such Grantor, in each case without recourse to the Agent and without representation or warranty of any kind.

Each Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Trademark Collateral of such Grantor), 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.

JPMORGAN CHASE BANK, N.A., as First Lien
Collateral Agent

By: Blakely Engel
Name: Blakely Engel
Title: Vice President

[Signature Page –Release of First Lien Security Interest in Trademarks]

RECORDED: 12/02/2021

TRADEMARK
REEL: 007515 FRAME: 0783