

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Trademarks at R/F 6120/0269		
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 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 - Second Lien Trademark Release - 2017 TSA [Executed] (128089109.1)#page1.tif source=Flexential - Second Lien Trademark Release - 2017 TSA [Executed] (128089109.1)#page2.tif source=Flexential - Second Lien Trademark Release - 2017 TSA [Executed] (128089109.1)#page3.tif source=Flexential - Second Lien Trademark Release - 2017 TSA [Executed] (128089109.1)#page4.tif source=Flexential - Second Lien Trademark Release - 2017 TSA [Executed] (128089109.1)#page5.tif	

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 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 Second 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 Second 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 6120/0232 (with respect to Flexential Colorado LLC), at Reel/Frame 6120/0269 (with respect to Flexential Corp.), at Reel/Frame 6120/0301 (with respect to Intetu, Inc.), and at Reel/Frame 6120/0350 (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.

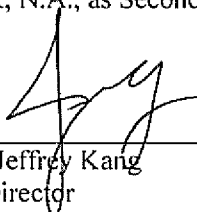
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in 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.

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

By: 
Name: Jeffrey Kang
Title: Director



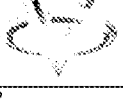
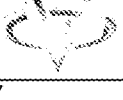

[Signature Page --Release of Second Lien Security Interest in Trademarks]




TRADEMARK
REEL: 007515 FRAME: 0847




SCHEDULE A

TRADEMARKS

Trademark Registrations and Applications

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	CENTERED AROUND YOU	85978227 5/23/2011	4286959 2/5/2013	Registered	ViaWest, Inc.
2.	KINECTED BACKUP	85978216 10/18/2011	4284100 1/29/2013	Registered	ViaWest, Inc.
3.	KINECTED BACKUP	85449484 10/18/2011	4354740 6/18/2013	Registered	ViaWest, Inc.
4.	KINECTED CLOUD	85275498 2/24/2011	4354413 6/18/2013	Registered	ViaWest, Inc.
5.	KINECTED STORAGE	85449486 10/18/2011	4212834 9/25/2012	Registered	ViaWest, Inc.
6.	V 	85978358 5/23/2011	4296586 2/26/2013	Registered	ViaWest, Inc.
7.	V 	85978357 5/23/2011	4296585 2/26/2013	Registered	ViaWest, Inc.
8.	V 	85978356 5/23/2011	4293531 2/19/2013	Registered	ViaWest, Inc.
9.	V 	85978355 5/23/2011	4293530 2/19/2013	Registered	ViaWest, Inc.
10.	V 	85978228 5/23/2011	4284102 1/29/2013	Registered	ViaWest, Inc.
11.	V VIAWEST viawest	85978218 5/23/2011	4286958 2/5/2013	Registered	ViaWest, Inc.
12.	V VIAWEST	85978217 5/23/2011	4286957 2/5/2013	Registered	ViaWest, Inc.

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
				
13. V VIAWEST 	78886515 5/18/2006	3352203 12/11/2007	Registered	ViaWest, Inc.
14. VIAWEST	77908231 1/8/2010	3831627 8/10/2010	Registered	ViaWest, Inc.
15. Peak 	85832946 1/25/2013	4745887 6/2/2015	Registered	Peak 10, Inc.
16. PEAK	85832953 1/25/2013	4395887 9/3/2013	Registered	Peak 10, Inc.
17. PEAK 10 	86486640 12/19/2014	4789998 8/11/2015	Registered	Peak 10, Inc.
18. PEAK 10	85944989 5/29/2013	4680526 2/3/2015	Registered	Peak 10, Inc.
19. PEAKCOLO 	85280484 3/29/2011	4055938 11/15/2011	Registered	Peak 10, Inc.
20. PEAKCOLO	85832814 1/25/2013	4395876 9/3/2013	Registered	Peak 10, Inc.
21. PEAKCOLO 	85832840 1/25/2013	4745885 6/2/2015	Registered	Peak 10, Inc.
22. POWERED BY PEAK 	85833002 1/25/2013	4745889 6/2/2015	Registered	Peak 10, Inc.
23. POWERED BY PEAK 	85832986 1/25/2013	4745888 6/2/2015	Registered	Peak 10, Inc.
24. PROPELLING YOUR SUCCESS	86645484 5/29/2015	4970423 5/31/2016	Registered	Peak 10, Inc.

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
25.		85426683 9/20/2011	4142311 5/15/2012	Registered	INetU, Inc.
26.	INETU	85458613 10/28/2011	4146741 5/22/2012	Registered	INetU, Inc.
27.	INETU INTERNET CONSULTING 	75550735 9/10/1998	2292608 11/16/1999	Registered	INetU, Inc.
28.	INETU MANAGED HOSTING	78822985 2/24/2006	3227300 4/10/2007	Registered	INetU, Inc.
29.	SERVER HEALTH MONITORING	77005662 9/22/2006	3226058 4/3/2007	Registered	INetU, Inc.
30.	VERAXIOM	85747933 10/8/2012	4353297 6/18/2013	Registered	INetU, Inc.
31.	OPSBOT	86271960 5/5/2014	4652860 12/9/2014	Registered	Applied Trust Engineering, Inc.
32.	APPLIED TRUST	78479645 9/7/2004	3011291 11/1/2005	Registered	Applied Trust Engineering, Inc.
33.	APPLIEDTRUST	85384511 7/29/2011	4125165 4/10/2012	Registered	Applied Trust Engineering, Inc.
34.	APPLIEDTRUST  AppliedTrust	85206910 12/28/2010	4079209 1/3/2012	Registered	Applied Trust Engineering, Inc.
35.	ATREK	78730333 10/10/2005	3157658 10/17/2006	Registered	Applied Trust Engineering, Inc.