

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apogem Capital LLC (as successor to Madison Capital Funding LLC)		05/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Nexus Technologies, LLC		
Street Address:	5889 South Greenwood Plaza Blvd		
Internal Address:	Suite 201		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: COLORADO		
Name:	CyberTrails LLC		
Street Address:	5889 South Greenwood Plaza Blvd		
Internal Address:	Suite 201		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	iPremise, LLC		
Street Address:	5889 South Greenwood Plaza Blvd		
Internal Address:	Suite 201		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Limited Liability Company: COLORADO		
Name:	Cal Net Enterprises, LLC		
Street Address:	5889 South Greenwood Plaza Blvd		
Internal Address:	Suite 201		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		

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Entity Type:	Limited Liability Company: CALIFORNIA
Name:	inhouseIT, LLC
Street Address:	5889 South Greenwood Plaza Blvd
Internal Address:	Suite 201
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3646359	COMPLETE CARE
Registration Number:	3630454	ROADWARRIOR
Registration Number:	3619169	DATASHIELD
Registration Number:	2999889	ILLUMEN
Registration Number:	3996561	QHOST ENABLING BUSINESS
Registration Number:	4011318	HASSLE-FREE TECHNOLOGY. GUARANTEED.
Registration Number:	4037279	IPREMISE
Registration Number:	3413259	CAL NET TECHNOLOGY GROUP
Registration Number:	3324715	TECMANAGE
Registration Number:	4488449	SYSMANAGE
Registration Number:	3523639	COMANAGE
Registration Number:	3450135	TECALERT
Registration Number:	4270592	INHOUSEIT
Registration Number:	3816085	INHOUSEIT
Registration Number:	4111317	IT
Registration Number:	4238232	INCLOUDIT
Registration Number:	4823817	INCLOUDIT YOUR LOCAL PRIVATE CLOUD
Registration Number:	6156243	NEXUSTEK

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 2124464727
Email: hayley.smith@kirkland.com
Correspondent Name: Hayley Smith
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Ave
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	47101-1
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	/Hayley Smith/
DATE SIGNED:	05/09/2023

Total Attachments: 5

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of May 5, 2023, by APOGEM CAPITAL LLC (as successor by appointment to Madison Capital Funding LLC (“Retiring Agent”)), a Delaware limited liability company in its capacity as Agent for the Lenders (in such capacity, “Grantee”) in favor of Nexus Technologies, LLC, a Colorado limited liability company (“Nexus”), CyberTrails LLC, a Delaware limited liability company (“CyberTrails”), iPremise, LLC, a Colorado limited liability company (“iPremise”), Cal Net Enterprises, LLC, a California limited liability company (“Cal Net”), and inhouseIT, LLC, a California limited liability company (“inhouseIT”, together with Nexus, CyberTrails, iPremise and Cal Net, each a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement (as defined below) and Security Agreements (as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, Grantors and Retiring Agent entered into that certain Guarantee and Collateral Agreement dated as of December 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, (u) Nexus and Retiring Agent entered into that certain Trademark Security Agreement dated as of December 5, 2017 (the “2017 Nexus Security Agreement”), (v) CyberTrails and Retiring Agent entered into that certain Trademark Security Agreement dated as of December 5, 2017 (the “2017 CyberTrails Security Agreement”), (w) iPremise and Retiring Agent that certain Trademark Security Agreement dated as of December 5, 2017 (the “2017 iPremise Security Agreement”), (x) Cal Net, inhouseIT and Retiring Agent entered into that certain Trademark Security Agreement dated as of July 27, 2018 (the “2018 Security Agreement”) and (y) Nexus and Retiring Agent entered into that certain Trademark Security Agreement dated as of September 25, 2020 (the “2020 Security Agreement”, together with the 2017 Nexus Security Agreement, the 2017 CyberTrails Security Agreement, the 2017 iPremise Security Agreement and the 2018 Security Agreement, collectively the “Security Agreements”), in each case, pursuant to which, and pursuant to the Collateral Agreement, each Grantor granted to Retiring Agent a continuing security interest in such Grantor’s entire right, title and interest in and to the following, whether then owned or existing or thereafter created acquired or arising (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark;

WHEREAS, the 2017 Nexus Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 5, 2017, at Reel 6220, Frame 0587;

WHEREAS, the 2017 CyberTrails Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 5, 2017, at Reel 6220, Frame 0561;

WHEREAS, the 2017 iPremise Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 5, 2017, at Reel 6220, Frame 0568;

WHEREAS, the 2018 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on July 27, 2018, at Reel 6393, Frame 0718;

WHEREAS, the 2020 Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on September 25, 2020, at Reel 7061, Frame 0546;

WHEREAS, Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

WHEREAS, each Grantor has satisfied and fulfilled all of its obligations to release the Grantee's security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Grantee hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges its security interest in all of each Grantor's entire right, title and interest in and to the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void.

2. Grantee represents and warrants that: (i) it has the full power and authority to execute this Trademark Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to the Trademark Collateral, any trademark, or registration of an application to register any trademark, or any trade name or assumed name of or by any Grantor, other than the Trademarks set forth on Schedule A, in any jurisdiction throughout the world, other than such filings made in the United States Patent and Trademark Office and UCC financing statements.

3. Grantee hereby grants and conveys to the Grantors, without any representation, recourse or undertaking by Grantee, any and all of Grantee's right, title and interest in and to the Trademark Collateral.

4. Grantee hereby authorizes and requests that this Trademark Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Grantee shall take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, and at such Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

APOGEM CAPITAL LLC, as Grantee

By: 


Name: Richard Stone

Title: Senior Director

SCHEDULE A

Trademark Registrations

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
COMPLETE CARE	Nexus Technologies, LLC	77585704	10/4/08	3646359	06/30/09
ROADWARRIOR	Nexus Technologies, LLC	77585706	10/4/08	3630454	06/02/09
DATASHIELD	Nexus Technologies, LLC	77585694	10/4/08	3619169	05/12/09
ILLUMEN	Nexus Technologies, LLC	76574997	2/9/04	2999889	09/27/05
QHOST ENABLING BUSINESS	Cybertrails LLC	85134676	9/21/10	3996561	7/19/11
HASSLE-FREE TECHNOLOGY GUARANTEED.	iPremise, LLC	85106695	8/12/10	4011318	8/16/11
IPREMISE	iPremise, LLC	85102988	8/9/10	4037279	10/11/11
CAL NET TECHNOLOGY GROUP	Cal Net Enterprises, LLC	78866300	4/20/06	3413259	4/15/08
TECMANAGE	Cal Net Enterprises, LLC	78974318	9/14/06	3324715	10/30/07
SYSMANAGE	Cal Net Enterprises, LLC	86017589	7/23/13	4488449	2/25/14
COMANAGE	Cal Net Enterprises, LLC	77384700	1/30/08	3523639	10/28/08
TECALERT	Cal Net Enterprises, LLC	77045085	11/15/06	3450135	6/17/08
	inhouseIT, LLC	85348539	6/16/11	4270592	1/8/13
INHOUSEIT	inhouseIT, LLC	77273581	9/6/07	3816085	7/13/10

Mark	Owner	Application No.	Application Date	Registration No.	Registration Date
	inhouseIT, LLC	85348549	6/16/11	4111317	3/13/12
INCLOUDIT	inhouseIT, LLC	85155941	10/19/10	4238232	11/06/12
INCLOUDIT YOUR LOCAL, PRIVATE CLOUD.	inhouseIT, LLC	86438304	10/29/14	4823817	9/22/20
NEXUSTEK	Nexus Technologies, LLC	88390086	4/17/19	6156243	9/22/20

Trademark Applications

None.

TRADEMARK

REEL: 008066 FRAME: 0217

RECORDED: 05/09/2023