TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 6230 / Frame 0181)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		03/12/2024	National Banking Association: DISTRICT OF COLUMBIA

RECEIVING PARTY DATA

Company Name:	DataPipe, Inc.
Street Address:	19122 US Highway 281N
Internal Address:	Suite 128
City:	San Antonio
State/Country:	TEXAS
Postal Code:	78258
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	85155359	DATAPIPE
Serial Number:	85736639	DATAPIPE
Serial Number:	86122942	DATAPIPE
Serial Number:	77941304	DATAPIPE
Serial Number:	77941360	DATAPIPE
Serial Number:	85141042	DATAPIPE
Serial Number:	85337369	DATAPIPE GREEN
Serial Number:	86386997	DATAPIPE HYBRID CLOUD CONNECT
Serial Number:	85337659	DATAPIPE MANAGED CLOUD
Serial Number:	86387061	DATAPIPE MANAGED HYBRID CLOUD CONNECT
Serial Number:	85746798	DATAPIPE STRATOSPHERE
Serial Number:	85746869	DATAPIPE STRATOSPHERE
Registration Number:	3404027	DATAPIPE
Registration Number:	4632652	DATAPIPE ONE
Serial Number:	85746910	DATAPIPE STRATOSPHERE
Serial Number:	85746965	DATAPIPE STRATOSPHERE
Serial Number:	86895127	DATAPIPE THE TRUSTED GUIDE FOR YOUR CLOUD JOURNEY

OP $1115.00.00 85155359

Property Type	Number	Word Mark
Serial Number:	85162443	DATAPIPE THIS IS YOUR CLOUD
Serial Number:	85173811	DATAPIPE YOUR CLOUD
Serial Number:	85173967	DATAPIPE YOUR CLOUD MANAGED
Serial Number:	77819672	DATAPIPE YOUR COMPETITIVE EDGE
Serial Number:	77819704	DATAPIPE YOUR COMPETITIVE EDGE
Serial Number:	85545122	E STRATOSPHERE
Serial Number:	87460898	IMPELLENT
Serial Number:	87461151	IMPELLENTAPP
Serial Number:	87461239	IMPELLENTAPP PLATFORM
Registration Number:	3284932	LAYERED TECH
Serial Number:	78563854	LAYERED TECHNOLOGIES
Serial Number:	87231630	MICAROS
Serial Number:	76675488	OPERATIONAL EMPATHY
Serial Number:	77554709	39
Serial Number:	77855432	STRATOSPHERE
Serial Number:	77855437	STRATOSPHERE
Serial Number:	86136141	STRATOSPHERE
Serial Number:	86912519	STRATOSPHERE
Serial Number:	77855445	STRATOSPHERE REACH BEYOND THE CLOUD
Serial Number:	77855454	STRATOSPHERE REACH BEYOND THE CLOUD
Serial Number:	85162500	THIS IS YOUR CLOUD
Serial Number:	87233245	TREBUCHET
Serial Number:	85545169	V STRATOSPHERE
Serial Number:	85173972	YOUR CLOUD MANAGED
Serial Number:	77819736	YOUR COMPETITIVE EDGE
Serial Number:	77819761	YOUR COMPETITIVE EDGE
Serial Number:	85337726	YOUR ENTERPRISE VIRTUALIZED

CORRESPONDENCE DATA

Fax Number:

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: (800)713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet

SIGNATURE:	Michael Violet
DATE SIGNED:	03/13/2024

Total Attachments: 8

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Form PTO-1594 (Rev. 4-18)
OMB Collection 0651-0027 (exp. 06/30/2021)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Citibank, N.A.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other National Banking Association chartered federally by Comptroller of the Currency in Washington, D.C.

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: DataPipe, Inc.

Street Address: 19122 US Highway 281N, Suite 128

City: San Antonio

State: TX

Country: USA Zip: 78258

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship Delaware, USA
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 12, 2024

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Release (Reel 6230 / Frame 0181)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see attached Schedule A

B. Trademark Registration No.(s)

see attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Rackspace (35891.0583)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 45

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Doris Ka March 12, 2024
Signature Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Execution Version

NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of March 12, 2024 is made by CITIBANK, N.A., in its capacity as collateral agent (referred to herein as the "Collateral Agent"), in favor of Datapipe, Inc., a Delaware corporation (the "Company"), pursuant to that certain Collateral Agreement (First Lien), dated as of November 3, 2016 (and as the same may be further amended or modified from time to time, the "Collateral Agreement"), among the Company, the Collateral Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of December 14, 2017, in favor of the Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of its intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the "Released Trademarks");

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks with the United States Patent and Trademark Office (the "USPTO") on December 15, 2017, at Reel/Frame No. 06230/0181; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 3. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO,

(ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or its agents or designees) reasonably requests (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

SECTION 6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

CITIBANK, N.A.,
as Collateral Agent

By: MJ Molina
Name: Miriam Molina
Title: Senior Trust Officer

[Signature Page – Notice of Release of Security Interest in Trademarks in Favor of Datapipe, Inc.]

SCHEDULE A

U.S. Trademark Applications and Registrations

Trademark	Appl. Date	App No.	Reg. Date	Reg. No.
DATAPIPE	7 March 2007	79/673,653	1 April 2008	3,404,027
DATAPIPE	18 October 2010	85155359	10 April 2012	4123923
DATAPIPE	24 September 2012	85736639	9 July 2013	4,363,802
DATAPIPE	19 November 2013	86122942	22 July 2014	4,571,442
DATAPIPE and design	22 February 2010	77/941,304	5 October 2010	3856337
DATAPIPE and design	22 February 2010	77/941,360	5 October 2010	3856349
DATAPIPE and design	29 September 2010	85141042	17 July 2012	4173723
DATAPIPE GREEN and design	3 June 2011	85337369	15 May 2012	4141475
DATAPIPE HYBRID CLOUD CONNECT	5 September 2014	86386997	17 May 2016	4960971
DATAPIPE MANAGED CLOUD	3 June 2011	85337659	15 May 2012	4141476
DATAPIPE MANAGED HYBRID CLOUD CONNECT	5 September 2014	86387061	14 June 2016	4978761
DATAPIPE ONE	3 March 2011	8527203	4 November 2014	4,632,652
DATAPIPE STRATOSPHERE	5 October 2012	85746798	7 April 2015	4716827
DATAPIPE STRATOSPHERE	5 October 2012	85746869	7 April 2015	4716828

Trademark	Appl. Date	App No.	Reg. Date	Reg. No.
DATAPIPE STRATOSPHERE	5 October 2012	85746910	7 April 2015	4716829
DATAPIPE STRATOSPHERE	5 October 2012	85746965	7 April 2015	4716830
DATAPIPE THE TRUSTED GUIDE FOR YOUR CLOUD JOURNEY and design	2 February 2016	86895127	13 September 2016	5040549
DATAPIPE THIS IS YOUR CLOUD	27 October 2010	85162443	5 February 2013	4,286,497
DATAPIPE YOUR CLOUD MANAGED	10 November 2010	85173811	7 January 2014	4,463,000
DATAPIPE YOUR CLOUD MANAGED	10 November 2010	85173967	5 February 2013	4,286,502
DATAPIPE YOUR COMPETITIVE EDGE	3 September 2009	77/819,672	29 June 2010	3,809,691
DATAPIPE YOUR COMPETITIVE EDGE	3 September 2009	77/819,704	27 July 2010	3,826,385
DATAPIPE.XXX	--	--	1 December 2011	--
E STRATOSPHERE	16 February 2012	85545122	2 April 2013	4314443
IMPELLENT	23 May 2017	87460898	--	--
IMPELLENTAPP	23 May 2017	87461151	--	--
IMPELLENTAPP PLATFORM	23 May 2017	87461239	--	--
LAYERED TECH	15 November 2006	77044548	28 August 2007	3284932

Trademark	Appl. Date	App No.	Reg. Date	Reg. No.
LAYERED TECHNOLOGIES	9 February 2005	78563854	19 September 2006	3144394
MICAROS	9 November 2016	87231630	--	--
OPERATIONAL EMPATHY	13 April 2007	76/675488	1 April 2008	3,404,034
SQUARES DESIGN (LAYERED TECHNOLOGIES)	30 July 2008	77554709	17 March 2009	3590647
STRATOSPHERE	22 October 2009	77/855,432	17 July 2012	4176001
STRATOSPHERE	22 October 2009	77/855,437	17 July 2012	4176002
STRATOSPHERE	5 December 2013	86136141	21 April 2015	4724768
STRATOSPHERE and cloud design	18 February 2016	86912519	18 February 2016	5324607
STRATOSPHERE REACH BEYOND THE CLOUD	22 October 2009	77/855,445	24 July 2012	4179798
STRATOSPHERE REACH BEYOND THE CLOUD	22 October 2009	77/855,454	17 July 2012	4176003
THIS IS YOUR CLOUD	27 October 2010	85162500	20 March 2012	4115833
TREBUCHET	10 November 2016	87233245	20 June 2017	5227399
V STRATOSPHERE	16 February 2012	85545169	2 April 2013	4314444
YOUR CLOUD MANAGED	10 November 2010	85173972	20 March 2012	4115861

Trademark	Appl. Date	App No.	Reg. Date	Reg. No.
YOUR COMPETITIVE EDGE	3 September 2009	77/819,736	27 July 2010	3,826,386
YOUR COMPETITIVE EDGE	3 September 2009	77/819,761	28 September 2010	3,854,776
YOUR ENTERPRISE VIRTUALIZED	3 June 2011	85337726	7 August 2012	4185126