

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842764

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900793490

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		08/14/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WPENGINE, INC. (including in its capacity as successor-by-merger to FANCY CHAP, INC.)
Street Address:	504 Lavaca Street
Internal Address:	Suite 1000
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4543469	EVERCACHE
Registration Number:	5520391	PRESS AHEAD
Registration Number:	4543470	TORQUE
Registration Number:	5222808	VELOCITIZE
Registration Number:	4669695	WP ENGINE
Registration Number:	4817505	
Registration Number:	5712591	WP ENGINE
Registration Number:	3666657	STUDIOPRESS
Registration Number:	4548581	FLYWHEEL
Serial Number:	87915869	WP ENGINE
Serial Number:	88802716	GENESIS
Serial Number:	88796664	FLYWHEEL

CORRESPONDENCE DATA

Fax Number: 2122919868

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.

TRADEMARK

Phone: 2125584229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 018392/00050 (RAD)

NAME OF SUBMITTER: Raffaele A. DeMarco

SIGNATURE: /Raffaele A. DeMarco/

DATE SIGNED: 09/28/2023

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 14, 2023 (this "Release"), is made by JPMORGAN CHASE BANK, N.A., as Collateral Agent (in such capacity, and together with successors in such capacity, the "Collateral Agent") in favor of WPENGINE, INC. (including in its capacity as successor-by-merger to FANCY CHAP, INC., the "Grantor").

RECITALS

WHEREAS, reference is made to the (a) Credit Agreement, dated as of March 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders party thereto, the Issuing Banks party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent and (b) Collateral Agreement, dated as of March 27, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among the Grantor, the other grantors from time to time party thereto and the Collateral Agent;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Trademark Security Agreement, recorded at the United States Patent and Trademark Office (the "USPTO") on March 27, 2020 at Reel/Frame 6901/0714 (the "Trademark Security Agreement"), pursuant to which, as security for the payment or performance, as the case may be, in full of all Secured Obligations, the Grantor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark registrations and applications listed on Schedule A attached hereto; and

WHEREAS, in connection with the payoff of the obligations secured by the Trademark Security Agreement, the Grantor has requested and the Collateral Agent has agreed to release its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademark registrations and applications listed on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of the Secured Parties, hereby agrees as follows:

AGREEMENT

Section 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings provided for such terms in the Credit Agreement, Collateral Agreement, and/or the Trademark Security Agreement, as the case may be.

Section 2. Termination and Release. The Collateral Agent, on behalf of the Secured Parties, without any representation, warranty or recourse, hereby:

- (a) releases, terminates, cancels and discharges its Security Interest in the Trademark Collateral (as defined in the Trademark Security Agreement and including the Trademark Collateral listed on Schedule A attached hereto) granted pursuant to the Credit Agreement, Collateral Agreement and/or the Trademark Security Agreement, as the case may be, and any right, title or interest of the Collateral Agent in the Trademark Collateral (as defined in the Trademark Security Agreement and including the Patent Collateral listed on Schedule A attached hereto) granted pursuant to the Credit Agreement, Collateral Agreement and/or the Trademark Security Agreement, as the case may be, shall hereby cease and become void;

- (b) re-transfers, re-conveys and re-assigns to the Grantor any and all right, title or interest in the Trademark Collateral (as defined in the Trademark Security Agreement and including the Trademark Collateral listed on Schedule A attached hereto) that the Collateral Agent may have acquired pursuant to the Credit Agreement, Collateral Agreement and/or the Trademark Security Agreement, as the case may be;
- (c) terminates and cancels the Trademark Security Agreement; and
- (d) authorizes the recordation of this Release with the USPTO and authorizes any other filings necessary to evidence the release, termination, cancellation and discharge of the Collateral Agent's Security Interest granted under the Credit Agreement, Collateral Agreement and/or Trademark Security Agreement with respect to the Trademark Collateral at the Grantor's sole expense.

Section 3. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Release to be duly executed by its duly authorized officer as of the day and year first written above.

COLLATERAL AGENT:

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

By:  _____

Name: Eleftherios Karsos
Title: Authorized Officer

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications:

Trademark	Registration Number	Serial / Application Number	Jurisdiction	Owner
EVERCACHE	4,543,469		USA	WPEngine, Inc.
PRESS AHEAD	5520391		USA	WPEngine, Inc.
TORQUE	4,543,470		USA	WPEngine, Inc.
VELOCITIZE	5,222,808		USA	WPEngine, Inc.
WP ENGINE	4,669,695		USA	WPEngine, Inc.
WP ENGINE (design)	4,817,505		USA	WPEngine, Inc.
WPENGINE & design	5,712,591		USA	WPEngine, Inc.
STUDIOPRESS	3,666,657		USA	WPEngine, Inc.
WP ENGINE	Pending	87915869	USA	WPEngine, Inc.
GENESIS		88802716	USA	WPEngine, Inc.
FLYWHEEL & design	4,548,581	85/814,935	USA	WPEngine, Inc.
FLYWHEEL		88796664	USA	WPEngine, Inc.