

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Securities		
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:	Rackspace US, 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: 90			
Property Type	Number	Word Mark	
Registration Number:	4940983	OBJECTROCKET	
Registration Number:	5062127	OBJECTROCKET	
Registration Number:	4965530	REGIONLINK	
Registration Number:	4679146		
Registration Number:	4819477	RACKSPACE	
Registration Number:	4679123	RACKSPACE::SOLVE	
Registration Number:	4679124		
Registration Number:	4730557	DEVELOPER+	
Registration Number:	4684389	ONMETAL	
Registration Number:	4827779		
Registration Number:	4856177		
Registration Number:	4851856		
Registration Number:	4651751	RACKSPACE CLOUD QUEUES	
Registration Number:	4619717		
Registration Number:	4619712		
Registration Number:	4651379		
Registration Number:	4616153		
Registration Number:	4616155		

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Property Type	Number	Word Mark
Registration Number:	4616156	
Registration Number:	4616158	
Registration Number:	4616159	
Registration Number:	4616160	
Registration Number:	4616161	
Registration Number:	4619652	
Registration Number:	4619653	
Registration Number:	4619654	
Registration Number:	4619655	
Registration Number:	4752358	ZEROVM
Registration Number:	4473884	OPENCENTER
Registration Number:	4427801	RACKSPACE THE OPEN CLOUD COMPANY
Registration Number:	4702074	THE RACKSPACE OPEN CLOUD
Registration Number:	4430991	RACKSPACE THE OPEN CLOUD COMPANY
Registration Number:	4434779	RACKSPACE THE OPEN CLOUD COMPANY
Registration Number:	4311850	MAILGUN
Registration Number:	4224324	CLOUDU
Registration Number:	4228824	CLOUD U
Registration Number:	4224325	CLOUD U
Registration Number:	4313906	CLOUDU
Registration Number:	4313907	CLOUD U
Registration Number:	4328947	CLOUD U
Registration Number:	4128079	@ MAILGUN
Registration Number:	4031736	CLOUDKICK
Registration Number:	4031737	CLOUDKICK
Registration Number:	4031738	CLOUDKICK
Registration Number:	4086759	RACKSPACE
Registration Number:	4289585	FANATICAL SUPPORT
Registration Number:	4086760	
Registration Number:	4177846	
Registration Number:	4095641	RACKSPACE HOSTING
Registration Number:	4264776	FANATICAL SUPPORT
Registration Number:	4130554	RACKCONNECT
Registration Number:	4130555	
Registration Number:	4130556	
Registration Number:	4071651	RACKER
Registration Number:	3983221	RACKSPACE CLOUD DRIVE
Registration Number:	3849355	BUILDING 43

Property Type	Number	Word Mark
Registration Number:	3847051	BUILDING43
Registration Number:	3620467	THE FANATICAL SUPPORT PROMISE
Registration Number:	3501380	
Registration Number:	3501240	RACKSPACE
Registration Number:	3501238	
Registration Number:	3485426	FANATICAL
Registration Number:	3210712	RACKSPACE
Registration Number:	3210713	
Registration Number:	3210717	MYRACKSPACE
Registration Number:	3198399	INTENSIVE
Registration Number:	3339387	FANATICAL SUPPORT
Registration Number:	2510081	RACKSPACE
Serial Number:	86803195	RACKSPACE
Serial Number:	86803208	RACKSPACE INTEGRATED SYSTEMS
Serial Number:	86798043	C
Serial Number:	86794031	CARINA
Serial Number:	86782524	LOGBOOK
Serial Number:	86782551	PASSPORT
Serial Number:	86782557	WATCHMAN
Serial Number:	86782541	COMPASS
Serial Number:	86776647	RACKSPACE AVIATOR
Serial Number:	86776383	NAVIGATOR+
Serial Number:	86776359	AVIATOR
Serial Number:	86776525	NAVIGATOR
Serial Number:	86777127	AVIATOR
Serial Number:	86777135	NAVIGATOR+
Serial Number:	86777139	NAVIGATOR
Serial Number:	86777101	RACKSPACE NAVIGATOR
Serial Number:	86777117	RACKSPACE NAVIGATOR+
Serial Number:	86771273	ROCKETSECURE
Serial Number:	86771294	QUERYGUARD
Serial Number:	86771309	ROCKETSCALE
Serial Number:	86471708	RACKSPACE CLOUD FEEDS
Serial Number:	90000737	RACKSPACE TECHNOLOGY

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: 11

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 12, 2024

- Assignment
- Security Agreement
- Other Release of Trademark Securities
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Rackspace US, 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)

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 (35891.0504/0922)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 90

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

Signature

March 12, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

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 Rackspace US, 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 (i) the Notice of Grant of Security Interest in Trademarks, dated as of November 3, 2016, in favor of the Collateral Agent (the “2016 Trademark Security Agreement”) and (ii) the Notice of Grant of Security Interest in Trademarks, dated as of February 9, 2021, in favor of the Collateral Agent (the “2021 Trademark Security Agreement”, collectively with the 2016 Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, 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”), (i) with respect to the 2016 Trademark Security Agreement, on November 4, 2016, at Reel/Frame No. 05914/0249, and (ii) with respect to the 2021 Trademark Security Agreement, on February 9, 2021, at Reel/Frame No. 07186/0692; 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 Agreements.

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: _____



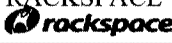




Name: Miriam Molina
Title: Senior Trust officer










SCHEDULE A



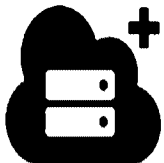




U.S. Trademark Applications and Registrations










2016 Trademark Security Agreement:




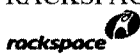


U.S. Trademark Registrations


<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
OBJECTROCKET	4940983	4/19/2016
OBJECTROCKET 	5062127	10/18/2016
REGIONLINK	4965530	5/24/2016
Design Only 	4679146	1/27/2015
RACKSPACE 	4819477	9/22/2015
RACKSPACE::SOLVE	4679123	1/27/2015
Design Only 	4679124	1/27/2015
DEVELOPER+	4730557	5/5/2015
ONMETAL	4684389	2/10/2015
Design Only 	4827779	10/6/2015
Design Only 	4856177	11/17/2015
Design Only 	4851856	11/10/2015
RACKSPACE CLOUD QUEUES	4651751	12/9/2014

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Design Only 	4619717	10/14/2014
Design Only 	4619712	10/14/2014
Design Only 	4651379	12/9/2014
Design Only 	4616153	10/7/2014
Design Only 	4616155	10/7/2014
Design Only 	4616156	10/7/2014
Design Only 	4616158	10/7/2014
Design Only	4616159	10/7/2014
Design Only 	4616160	10/7/2014
Design Only 	4616161	10/7/2014

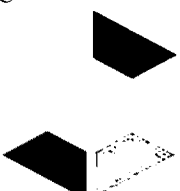



<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Design Only 	4619652	10/14/2014
Design Only 	4619653	10/14/2014
Design Only 	4619654	10/14/2014
Design Only 	4619655	10/14/2014
ZEROVM	4752358	6/9/2015
OPENCENTER	4473884	1/28/2014
RACKSPACE THE OPEN CLOUD COMPANY	4427801	11/5/2013
THE RACKSPACE OPEN CLOUD	4702074	3/17/2015
RACKSPACE THE OPEN CLOUD COMPANY 	4430991	11/12/2013
RACKSPACE THE OPEN CLOUD COMPANY 	4434779	11/19/2013
MAILGUN	4311850	4/2/2013
CLOUDU	4224324	10/16/2012
CLOUD.U 	4228824	10/23/2012

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CLOUD U 	4224325	10/16/2012
CLOUDU	4313906	4/2/2013
CLOUD U 	4313907	4/2/2013
CLOUD U 	4328947	4/30/2013
@ MAILGUN 	4128079	4/17/2012
CLOUDKICK	4031736	9/27/2011
CLOUDKICK 	4031737	9/27/2011
CLOUDKICK 	4031738	9/27/2011
RACKSPACE	4086759	1/17/2012
FANATICAL SUPPORT	4289585	2/12/2013
Design Only 	4086760	1/17/2012
Design Only 	4177846	7/24/2012
RACKSPACE HOSTING 	4095641	2/7/2012
FANATICAL SUPPORT	4264776	12/25/2012
RACKCONNECT	4130554	4/24/2012

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Design Only 	4130555	4/24/2012
Design Only 	4130556	4/24/2012
RACKER	4071651	12/13/2011
RACKSPACE CLOUD DRIVE	3983221	6/28/2011
BUILDING 43 BUILDING43	3849355	9/21/2010
BUILDING43	3847051	9/14/2010
THE FANATICAL SUPPORT PROMISE	3620467	5/12/2009
Design Only 	3501380	9/16/2008
RACKSPACE 	3501240	9/16/2008
Design Only	3501238	9/16/2008
FANATICAL 	3485426	8/12/2008
RACKSPACE	3210712	2/20/2007
Design Only 	3210713	2/20/2007
MYRACKSPACE	3210717	2/20/2007
INTENSIVE	3198399	1/16/2007
FANATICAL SUPPORT	3339387	11/20/2007

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RACKSPACE 	2510081	11/20/2001

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
RACKSPACE	86803195	10/29/2015
RACKSPACE INTEGRATED SYSTEMS	86803208	10/29/2015
C 	86798043	10/23/2015
CARINA	86794031	10/20/2015
LOGBOOK	86782524	10/8/2015
PASSPORT	86782551	10/8/2015
WATCHMAN	86782557	10/8/2015
COMPASS	86782541	10/8/2015
RACKSPACE AVIATOR RACKSPACE AVIATOR	86776647	10/2/2015
NAVIGATOR+	86776383	10/2/2015
AVIATOR	86776359	10/2/2015
NAVIGATOR	86776525	10/2/2015
AVIATOR  AVIATOR	86777127	10/2/2015
NAVIGATOR+  NAVIGATOR+	86777135	10/2/2015
NAVIGATOR  NAVIGATOR	86777139	10/2/2015
RACKSPACE NAVIGATOR RACKSPACE NAVIGATOR	86777101	10/2/2015
RACKSPACE NAVIGATOR+ RACKSPACE NAVIGATOR+	86777117	10/2/2015
ROCKETSECURE	86771273	9/28/2015
QUERYGUARD	86771294	9/28/2015
ROCKETSCALE	86771309	9/28/2015
RACKSPACE CLOUD FEEDS	86471708	12/4/2014

2021 Trademark Security Agreement:

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
RACKSPACE TECHNOLOGY	90000737	06/14/2020