

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI99815

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement (First Lien)
RESUBMIT DOCUMENT ID:	900840141

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rackspace US, Inc.		03/12/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	Citibank, N.A., as Collateral Agent
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: DISTRICT OF COLUMBIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2510081	RACKSPACE
Registration Number:	3210717	MYRACKSPACE
Registration Number:	3198399	INTENSIVE
Registration Number:	3210712	RACKSPACE
Registration Number:	6456212	FANATICAL EXPERIENCE
Registration Number:	6789917	R
Registration Number:	6456210	FANATICAL EXPERIENCE
Registration Number:	3501238	
Registration Number:	5362841	YOUR CLOUDS. OUR EXPERTISE.
Registration Number:	6943681	R
Registration Number:	6980572	R
Registration Number:	3339387	FANATICAL SUPPORT
Registration Number:	5617764	QUERYGUARD
Registration Number:	4264776	FANATICAL SUPPORT
Registration Number:	5096837	ROCKETSCALE
Registration Number:	5361586	LOGBOOK
Registration Number:	3501240	RACKSPACE
Registration Number:	3620467	THE FANATICAL SUPPORT PROMISE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6428568	FANATICAL EXPERIENCE
Registration Number:	4940983	OBJECTROCKET
Registration Number:	4130554	RACKCONNECT
Registration Number:	3485426	FANATICAL
Registration Number:	6264785	RACKSPACE TECHNOLOGY
Registration Number:	3501380	
Registration Number:	6789920	R
Registration Number:	4684389	ONMETAL
Registration Number:	6789919	R
Registration Number:	4086759	RACKSPACE
Registration Number:	4679146	
Registration Number:	6931340	FANATICAL EXPERIENCE
Registration Number:	6789918	R
Registration Number:	6943682	R
Registration Number:	6980573	R
Registration Number:	5062127	OBJECTROCKET
Registration Number:	6264786	RACKSPACE TECHNOLOGY
Registration Number:	6980574	R
Serial Number:	97799400	R

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: 8007130755

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:	03/18/2024

Total Attachments: 7

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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):

Rackspace US, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

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 Security Agreement (First Lien)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent Agent

Street Address: 388 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
 - Association Citizenship _____
 - Partnership Citizenship _____
 - Limited Partnership Citizenship _____
 - Corporation Citizenship _____
 - Other National Banking Association chartered federally by Comptroller of the Currency in Washington, D.C.
- 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 I

B. Trademark Registration No.(s)
see attached Schedule I

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 (35891.1074 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 37

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: 7

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 Grant of Security Interest (First Lien) in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST (FIRST LIEN) IN TRADEMARKS, dated as of March 12, 2024 (this “Notice”), made by Rackspace US, Inc., a Delaware corporation (the “Pledgor”), in favor of CITIBANK, N.A., acting through its agency & trust business, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 12, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among RACKSPACE FINANCE, LLC, a Delaware limited liability company (the “*Borrower*”), each subsidiary of the Borrower from time to time party thereto and CITIBANK, N.A., acting through its agency & trust business, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice 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

Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. ***Governing Law.*** THIS NOTICE 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 NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

RACKSPACE US, INC.

By: Mark Marino
Name: Mark Marino
Title: Executive Vice President, Chief
Financial Officer

Citibank, N.A., acting through its agency & trust
business, as Collateral Agent











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

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Rackspace US, Inc.

U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Filing Date)</u>
RACKSPACE	2510081	November 20, 2001
MYRACKSPACE	3210717	February 20, 2007
INTENSIVE	3198399	January 16, 2007
RACKSPACE	3210712	February 20, 2007
FANATICAL EXPERIENCE	6456212	August 17, 2021
R r	6789917	July 12, 2022
FANATICAL EXPERIENCE	6456210	August 17, 2021
	3501238	September 16, 2008
YOUR CLOUDS. OUR EXPERTISE.	5362841	December 26, 2017
R r	6943681	January 3, 2023
R 	6980572	February 14, 2023
FANATICAL SUPPORT	3339387	November 20, 2007
QUERYGUARD	5617764	November 27, 2018
FANATICAL SUPPORT	4264776	December 25, 2012
ROCKETSCALE	5096837	December 6, 2016
LOGBOOK	5361586	December 19, 2017
RACKSPACE  rackspace	3501240	September 16, 2008
THE FANATICAL SUPPORT PROMISE	3620467	May 12, 2009
FANATICAL EXPERIENCE	6428568	July 20, 2021
OBJECTROCKET	4940983	April 19, 2016
RACKCONNECT	4130554	April 24, 2012
FANATICAL	3485426	August 12, 2008
RACKSPACE TECHNOLOGY	6264785	February 9, 2021

<u>Mark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Filing Date)</u>
	3501380	September 16, 2008
R 	6789920	July 12, 2022
ONMETAL	4684389	February 10, 2015
R 	6789919	July 12, 2022
RACKSPACE	4086759	January 17, 2012
	4679146	January 27, 2015
FANATICAL EXPERIENCE	6931340	December 20, 2022
R 	6789918	July 12, 2022
R 	6943682	January 3, 2023
R 	6980573	February 14, 2023
OBJECTROCKET	5062127	October 18, 2016
RACKSPACE TECHNOLOGY 	6264786	February 9, 2021
R 	6980574	February 14, 2023
R 	(97799400)	(February 17, 2023)