

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4605492

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GC PIVOTAL, LLC	09/15/2017
RECEIVING PARTY DATA	
Name:	COMPASS BANK
Street Address:	8080 NORTH CENTRAL EXPRESSWAY
Internal Address:	4TH FLOOR
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75206
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6463528
Patent Number:	6459702
Patent Number:	6463079
Patent Number:	6538998
Patent Number:	7099305
Patent Number:	7058716
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	2023704750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	DARLENA BARI STARK
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F172777
NAME OF SUBMITTER:	STEPHANIE WADE
SIGNATURE:	/Stephanie Wade/
DATE SIGNED:	09/21/2017

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Total Attachments: 8

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REEL: 043654 FRAME: 0873

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of September 15, 2017, by COMPASS BANK (the "**Administrative Agent**"), as administrative agent for the secured parties under the Credit Agreement referred to below (the "**Secured Parties**"), in favor of GC PIVOTAL, LLC, a Delaware limited liability company (the "**Grantor**").

WHEREAS, pursuant to that certain Credit Agreement dated as of December 31, 2014 (as amended, the "**Credit Agreement**"), among the Grantor, Pivotal Global Capacity, LLC, an Arizona limited liability company ("**Holdings**"), the Administrative Agent and the lenders party thereto, (i) the Grantor and Holdings executed and delivered in favor of the Administrative Agent that certain Guarantee and Collateral Agreement dated as of December 31, 2014 (the "**Guarantee and Collateral Agreement**") and (ii) the Grantor executed and delivered in favor of the Administrative Agent that certain Intellectual Property Security Agreement dated as of December 31, 2014 (the "**IP Security Agreement**" and, together with the Guarantee and Collateral Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of the Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded on January 6, 2015 with the United States Patent and Trademark Office at (i) Reel 5434, Frame 0886 and (ii) Reel 034725, Frame 0978; and

WHEREAS, the Grantor has requested that the Administrative Agent execute and deliver this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest that the Administrative Agent and the Secured Parties may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby agrees as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it may have pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor (without recourse and without any representation or warranty of any kind), any and all right, title and interest that it may have, in, to and under the following (collectively, the "**IP Collateral**"):

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral or arising from any of the foregoing.

2. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[SIGNATURE PAGE FOLLOWS]

PATENT
REEL: 043654 FRAME: 0876

SCHEDULE A PATENTS

#	Patent Number	Title	Issue Date	Application Number	Filing Date
1	6463528	Method and apparatus for configuration of different models of customer premise equipment using commands specified in different syntax.	10/08/2002	09294595	04/20/1999
2	6459702	Securing local loops for providing high bandwidth connections.	10/01/2002	09347055	07/02/1999
3	6463079	Processing orders for high bandwidth connections.	10/08/2002	09347056	07/02/1999
4	6538998	Rolling out high bandwidth connection services in geographical areas covering several central offices.	03/25/2003	09347434	07/02/1999
5	7099305	Systems and method for automated monitoring of availability in XDSL access networks.	08/29/2006	10136138	04/30/2002
6	7058716	Automatic configuration and provisioning of virtual circuits for initial installation of high bandwidth connections	06/06/2006	10894909	07/19/2004

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**SCHEDULE B
TRADEMARKS**

#	Mark	Serial Number / Registration Number	Owner / Applicant	Filing Date & Issued Date	Status
1	TELESPEED	SN: 75-386454 RN: 2,178,701	MegaPath Group, Inc. 2220 O'Toole Avenue San Jose, California 95131	11/07/1997 & 08/04/1998	Renewed on August 4, 2008
2	COVAD	SN: 77-699372 RN: 3,692,486	MegaPath Corporation 1835-B Kramer Lane, Suite 100 Austin, Texas 78758	03/25/2009 & 10/06/2009	Registered October 6, 2009
3	COVAD and design COVAD	SN: 75-828857 RN: 2,516,334	MegaPath Group, Inc. 2220 O'Toole Avenue San Jose, California 95131	10/21/1999 & 12/11/2001	Renewed December 11, 2001
4	ONE MARKETPLACE and design 	SN: 86-460645 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.

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5	LATTIS PRO	SN: 86-460643 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.
6	CONNECTIVITY MADE SIMPLE	SN: 86-460638 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	11/20/2014 (Not Yet Issued)	New application will be assigned to an examining attorney approximately 3 months after filing date.
7	LATTIS	SN: 86-355101 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014
8	ONE MARKETPLACE	SN: 86-355097 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014
9	SIMPLE CONNECTIVITY	SN: 86-355089 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014

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10	GLOBAL CAPACITY and design XXXXXXXXXXXX	SN: 86-355076 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014
11	GLOBAL CAPACITY	SN: 86-355064 RN: None	Borrower 180 N. LaSalle St., Suite 2430 Chicago, Illinois 60601	8/1/2014 (Not Yet Issued)	Pending – Non-Final Action Mailed November 17, 2014

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**SCHEDULE C
COPYRIGHTS**

- None

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