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PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6639443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date	
HPS INVESTMENT PARTNERS, LLC	04/01/2021	

RECEIVING PARTY DATA

Name:	EARTHLINK, LLC
Street Address:	980 HAMMOND DRIVE
Internal Address:	SUITE 400
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30328

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7222309
Patent Number:	9397922

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	014951/2046		
NAME OF SUBMITTER:	SCOTT KAREFF(014951/2046)		
SIGNATURE:	/rr for sk/		
DATE SIGNED:	04/05/2021		

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is dated as of April 1, 2021 (the "Release Date"), by HPS INVESTMENT PARTNERS, LLC, as collateral agent for the Secured Parties (as defined in the Collateral Agreement referred to below) (together with its successors and assigns in such capacity, the "Collateral Agent"), for the benefit of EARTHLINK, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, the Grantors have entered into (i) that certain Collateral Agreement, dated as of December 31, 2018, in favor of the Collateral Agent and (ii) that certain Patent Security Agreement, dated as of December 31, 2018, in favor of the Collateral Agent (collectively, the "Patent Security Agreements");

WHEREAS, pursuant to the Patent Security Agreements, the Grantor pledged and granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the Patent Collateral of the Grantor, including, without limitation, those referred to on Schedule I hereto;

WHEREAS, the Collateral Agent has filed with the United States Patent and Trademark Office (the "USPTO") a notice of security interest in the Patent Collateral, the Patent Security Agreement was recorded by the USPTO on January 2, 2019 at Reel 047884, Frame 0437;

WHEREAS, the obligations of the Grantor to the Collateral Agent have been paid in full and the Grantor has requested that the Collateral Agent release its security interest in the Patent Collateral.

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

- 1. Release of Security Interest. Effective as of the Release Date, the Collateral Agent hereby, without any representation and warranty and without any recourse (a) terminates the Liens and security interests created under the Patent Security Agreements in the Patent Collateral, (b) releases its security interest in the Patent Collateral, (c) discharges any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Patent Collateral, (d) terminates the Patent Security Agreements except for any provisions therein that expressly survive termination, and (e) assigns, grants and conveys to the Grantor any and all of the Collateral Agent's right, title and interest in and to the Patent Collateral.
- 2. <u>Recordation of Release</u>. The Collateral Agent understands and agrees that this Release shall be recorded by or for the Grantor with the USPTO.
- 3. <u>Further Actions</u>. The Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release; <u>provided</u>,

that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

- 4. <u>Capitalized Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the applicable Patent Security Agreement.
- 5. <u>Governing Law.</u> 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 applicable of any other law.

[Signature page follows]

2

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

HPS INVESTMENT PARTNERS, LLC, as Collateral Agent

By:

Name: Colbert Cannon Title: Managing Director

Schedule I

Patents Owned by EarthLink, LLC

	Registration	Application	Registration		
<u>Title</u>	<u>Number</u>	<u>Number</u>	<u>Date</u>	Jurisdiction	<u>Status</u>
System and Method of a Web Browser with	7,222,309	10/379,100	5/22/2007	United States	Live
Integrated Features and Controls					
Automated Network Testing Platform	9,397,922	13/780,223	7/19/2016	United States	Live

4136-3714-1292 4

RECORDED: 04/05/2021