# TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridge Healthcare Finance, LLC		101/24/2011	LIMITED LIABILITY COMPANY: DELAWARE
Bridge Opportunity Finance, LLC		101/24/2011	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Madison-Kipp Corporation		
Street Address:	201 Waubesa Street, P.O. Box 8043		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53708-8043		
Entity Type:	CORPORATION: DELAWARE		

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2780087	ТК
Registration Number:	2435834	FRONTRUNNER

#### **CORRESPONDENCE DATA**

Fax Number: (608)258-4258

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (608) 258-4210

Email: ptomailmilwaukee@foley.com

Correspondent Name: Timothy S. Crisp
Address Line 1: Foley & Lardner LLP
Address Line 2: 150 E. Gilman Street

Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER: 080325-0113

NAME OF SUBMITTER:

Jill M. Schenk

TRADEMARK

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Signature:	/Jill M. Schenk/
Date:	01/25/2011
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TRADEMARK
REEL: 004460 FRAME: 0416

# RELEASE OF TRADEMARK AND LICENSE SECURITY AGREEMENT AND REASSIGNMENT

THIS RELEASE OF TRADEMARK AND LICENSE SECURITY AGREEMENT AND REASSIGNMENT (this "Release and Reassignment") is made this 24<sup>th</sup> day of January, 2011, by BRIDGE HEALTHCARE FINANCE, LLC, as revolving loan administrative agent (in such capacity, the "Revolving Loan Administrative Agent"), for itself and various revolving loan lenders (the "Revolving Lenders"), and BRIDGE OPPORTUNITY FINANCE, LLC, as term loan administrative agent (in such capacity, the "Term Loan Administrative Agent" and, together with the Revolving Loan Administrative Agent, collectively, the "Agents"), for itself and various term loan lenders (the "Term Lenders" and, together with the Revolving Lenders, collectively, the "Lenders").

## WITNESSETH:

WHEREAS, Madison-Kipp Corporation, a Delaware corporation (the "Grantor"), the Agents and the Lenders entered into certain agreements (collectively, the "Loan Agreements"), evidencing the extension by the Lenders and the Agents of loans and other financial accommodations (collectively, the "Loans") to the Grantor;

WHEREAS, As partial security for the Loans, the Grantor granted a security interest in and to certain Trademarks, the goodwill of the Grantor's business connected with and symbolized by the Trademarks, and Licenses, as each is defined below (collectively, the "Collateral"), to the Agents, for the Agents' benefit and for the benefit of the Lenders, pursuant to that certain Trademark and License Security Agreement dated as of October 3, 2007 (the "Security Agreement"), by and among the Grantor and the Agents, as recorded with the United States Patent and Trademark Office on October 15, 2007, at Trademark Reel 003639, Frame 0913; and

WHEREAS, the Grantor has requested that the Agents release their security interest in the Collateral and reassign the same to the Grantor.

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. The Agents hereby release without recourse or representation or warranty (express or implied) or undertaking, of any kind, their security interest in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (a) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now

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TRADEMARK REEL: 004460 FRAME: 0417 and hereafter due and/or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) of this subparagraph, being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

- (b) the goodwill of the Grantor's business connected with and symbolized by the Trademarks; and
- (c) license agreements with any other party in connection with any Trademark or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether the Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on <u>Schedule B</u>, and the right upon the occurrence and during the continuance of a Default (as defined in the Security Agreement) to use the foregoing in connection with the enforcement of the rights of the Agents and the Lenders under the Loan Agreements (all of the foregoing being hereinafter referred to collectively as the "<u>Licenses</u>").
- 2. The Agents hereby reassign, grant and convey to the Grantor, without any representation or warranty (express or implied) or recourse or undertaking, of any kind, by the Agents, all of the Agents' rights, title and interest, in and to the Collateral.

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IN WITNESS WHEREOF, the Agents have caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BRIDGE HEALTHCARE FINANCE, LLC, as

Revolving Loan Administrative Agent

By: \_\_\_\_\_\_ Name: Kim Gordon

Title: Executive Vice President and

Chief Credit Officer

BRIDGE OPPORTUNITY FINANCE, LLC, as

Term Loan Administrative Agent

Name: Kim Gordon

Title: Executive Vice President and

Chief Credit Officer

## **SCHEDULE A**

# **Trademarks**

Trademark Description	U.S. Serial No.	U.S. Registration No.	Date Registered
TK	76233602	2780087	November 4, 2003
FRONTRUNNER	75691674	2435834	March 13, 2001