# 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
HARRIS N.A. as successor by merger to Community Bank Group, successor by merger to Lincoln State bank		103/16/2011 1	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Intercim, LLC	
Street Address:	1915 Plaza Drive	
Internal Address:	Suite 100	
City:	Eagan	
State/Country:	MINNESOTA	
Postal Code:	55122	
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN	

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3136569	VELOCITY
Registration Number:	2889182	VELOCITY BY INTERCIM
Registration Number:	2961125	INTERCIM VELOCITY
Registration Number:	1352632	FACTORYNET
Registration Number:	1345802	CAMATE

#### **CORRESPONDENCE DATA**

Fax Number: (414)298-8097

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

Phone: 4142988230

Email: asmyczek@reinhartlaw.com

Correspondent Name: Alec Smyczek
Address Line 1: 1000 N. Water St.

TRADEMARK REEL: 004502 FRAME: 0095 3136569

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Address Line 2: Suite 1700 Address Line 4: Milwaukee, WISCONSIN 53202				
ATTORNEY DOCKET NUMBER:	060271-0004			
NAME OF SUBMITTER:	Alec Smyczek			
Signature:	/Alec Smyczek/			
Date:	03/21/2011			
Total Attachments: 3 source=Intercim_trademark_security_release#page1.tif source=Intercim_trademark_security_release#page2.tif source=Intercim_trademark_security_release#page3.tif				

TRADEMARK
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#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 16, 2011 ("Effective Date") by HARRIS N.A. (as successor by merger to Community Bank Group, successor by merger to Lincoln State bank), a national banking association ("Secured Party"), and INTERCIM, LLC, a Wisconsin limited liability company ("Borrower").

WHEREAS, pursuant to various security agreements and a Notice of Security Interest in Trademarks dated July 20, 2007 from Borrower in favor of Secured Party (collectively, the "Security Agreement"), Borrower assigned, transferred and conveyed to Secured Party, and granted to Secured Party, a security interest in all of Borrower's right, title and interest in and to the trademarks listed in Exhibit A attached hereto (collectively, the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on October 17, 2008, at Reel 3872, Frame 0378; and

WHEREAS, Secured Party desires to terminate the Security Agreement and release its security interest in the Collateral.

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

- 1. The Security Agreement, and Secured Party's security interest in the Collateral (including, without limitation, the trademarks listed in Exhibit A attached hereto) is hereby terminated and released.
- 2. Secured Party hereby assigns, transfers and conveys to Borrower, all of Secured Party's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any continuing security interest and collateral assignment in the Collateral, including without limitation the entire right, title and interest in and to the patents and patent applications listed in Exhibit A hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.
- 3. Secured Party represents and warrants that it has the full power and authority to execute this Release and to release its security interest in the Collateral.
- 4. Secured Party represents and warrants that it has not assigned or otherwise encumbered its security interest in the Collateral.
- 5. Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HARRIS N.A

Name: XX

Title: VICE PRESIDENT

### **EXHIBIT A**

# <u>Trademarks</u>

Title	Serial No.	Registration No.	Registration Date
Velocity	78/379454	3,136,569	August 29, 2006
Velocity by Intercim	78/282934	2,889,182	September 28, 2004
Intercim Velocity	78/282909	2,961,125	June 7, 2005
Factorynet	73/520113	1,352,632	August 6, 1985
Camate	73/479679	1,345,802	July 2, 1985

REINHART\\(\)6173897 Exhibit A-1

**RECORDED: 03/21/2011** 

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