# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank		12/31/2010	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	GAB Robins North America, Inc.	
Street Address:	9 Campus Drive	
City:	Parsippany	
State/Country:	NEW JERSEY	
Postal Code:	07054	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2587168	ACIS
Registration Number:	2562363	CLIENTELLIGENT
Registration Number:	3446779	EYE ADVISOR
Registration Number:	1897730	GAB
Registration Number:	0940721	GAB
Registration Number:	1716471	GAB
Registration Number:	1899178	GAB ROBINS
Registration Number:	2314014	MEDINSIGHTS
Registration Number:	1897729	ROBINS

## **CORRESPONDENCE DATA**

Fax Number: (917)777-4104

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

Phone: 212-735-4104

Email: mmcguire@skadden.com

TRADEMARK
REEL: 004521 FRAME: 0949

900189328

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP Address Line 1: Four Times Square Address Line 2: Attn: Oren Epstein, Esq. New York, NEW YORK 10036 Address Line 4: ATTORNEY DOCKET NUMBER: 027450/9 NAME OF SUBMITTER: M. Oren Epstein Signature: /oe/ 04/14/2011 Date: Total Attachments: 4 source=PNCBankExecutedRelease#page1.tif source=PNCBankExecutedRelease#page2.tif source=PNCBankExecutedRelease#page3.tif source=PNCBankExecutedRelease#page4.tif

> TRADEMARK REEL: 004521 FRAME: 0950

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of December 2010 (this "Release"), is made by PNC BANK, NATIONAL ASSOCIATION, as agent for the Lenders (as defined below), located at 500 First Avenue, Commercial Loan Service Center Pittsburgh, Pennsylvania 15219 (the "Assignor"), in favor of GAB ROBINS NORTH AMERICA, INC., a Delaware corporation, located at 9 Campus Drive, Parsippany, New Jersey 07054 (the "Assignee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

### WITNESSETH

WHEREAS, the Assignee, the financial institutions which were or which thereafter became a party thereto (the "Lenders") and the Assignor as an agent for Lenders, are parties to that certain Revolving Credit and Security Agreement, dated as of April 17, 2009 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Assignee and the Assignor as an agent for Lenders are parties to that certain and Trademark Security Agreement, dated as of April 17, 2009 (the "Trademark Security Agreement");

WHEREAS, to secure the prompt payment and performance to Assignor and each Lender of the Obligations, Assignee, pursuant to the Credit Agreement and Trademark Security Agreement, pledged and granted to the Assignor for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on all of Assignee's Collateral, including all of Assignee's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether then owned or existing or thereafter acquired or arising, and wheresoever located:

- (a) each United States or foreign trademark, service mark, trade name, trade dress, logo, and other business identifiers, whether then held or thereafter acquired by Assignee, including any registration or application for registration of any trademarks and service marks then held or thereafter acquired by Assignee in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, including, without limitation, each Mark referred to in Schedule 1 to the Trademark Security Agreement, and all of the goodwill of the business connected with the use of, and symbolized by, any of the foregoing (collectively, the "Marks"); and
- (b) all products and proceeds of the foregoing in whatever form, including, without limitation, any claim by Assignee against third parties for past, present or future infringement or dilution of any Mark or for injury to the goodwill associated with any Mark;

1

provided, however, that foregoing grant of security interest did not include any Excluded Assets, including any applications for trademarks and service marks filed in the United States Patent and Trademark Office on the basis of Assignee's intent to use such mark pursuant to 15 U.S.C. §1051(b) and for which there had not been submitted to the United States Patent and Trademark Office an amendment under 15 U.S.C. § 1051(c) or a verified statement of use under 15 U.S.C. §1051 (d).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 15, 2009 at Reel/Frame No. 4008/0497; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its continuing security interest in, all right, title and interest in, to and under the Trademark Collateral, including but not limited to the Marks set forth in <u>Schedule A</u> hereto.

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

The Assignor hereby terminates, releases and discharges fully its continuing security interest in, all right, title and interest in, to or under the Trademark Collateral, including but not limited to the Marks on <u>Schedule A</u> hereto, and reassigns and transfers any right, title and interest that the Assignor may have in, to or under the Trademark Collateral, including but not limited to the Marks on <u>Schedule A</u> hereto, to the Assignee.

The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, including but not limited to the Marks on Schedule A hereto and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or their agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in or to the Trademark Collateral, including but not limited to the Marks on Schedule A hereto.

[SIGNATURE PAGE FOLLOWS]

2

一个时间,我们们的一个时间,这一个时间,我们就会一个时间,我们就是一个时间,我们就是一个时间,我们们不是一个时间,我们就是一个时间,我们就是一个时间,我们就是一	
and the second property of the second propert	
IN WITNESS WHI	EREOF, Assignor has caused this Release to be duly executed
by its officer thereunto duly author	rized as of the date first written above.
and the second section of the section of the second section of the section of the second section of the	n manufacturadus estas estas actual de como de colonida de contra de la contra de la contra de la contra de la Contra de como de la contra de l
and the same terms of the same and the same	and the second of the analysis of the second
Charles Charles and Charles	PNC BANK, NATIONAL ASSOCIATION
terretario de la companya de la comp La companya de la co	By:
	Name: San Obonecu
	Title

[Release of Security Interest in Trademarks]

TRADEMARK REEL: 004521 FRAME: 0953

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark	Reg. No. (Ser. No.)	Reg. Date (App. Date)	
<u>United States</u>			
ACIS	2,587,168	July 2, 2002	
CLIENTELLIGENT	2,562,363	April 16, 2002	
EYE ADVISOR & Globe	3,446,779	June 10, 2008	
logo			
GAB & Globe (Logo)	1,897,730	June 6, 1995	
GAB (letters stylized)	0,940,721	August 8, 1972	
GAB (Word)	1,716,471	September 15, 1992	
GAB ROBINS & Globe	1,899,178	June 13, 1995	
(Logo)			
MEDINSIGHTS	2,314,014	February 1, 2000	
ROBINS & Globe (Logo)	1,897,729	June 6, 1995	
Canada			
EYE ADVISOR & Globe	TMA744,493	August 3, 2009	
Logo			
GAB & Globe (Logo)	TMA446,181	August 18, 1995	
GAB ROBINS & Globe	TMA457,681	N 24 1000	
(Logo)		May 24, 1996	
ROBINS & Globe (Logo)	TMA454,165	February 16, 1996	