

Form **PTO-1594** (Rev 03-11)
Collection 0651-0027 (exp 0)

06/08/2011



U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U S Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

U.S. BANK NATIONAL ASSOCIATION F/K/A FIRSTAR BANK OF MINNESOTA, N A AS THE SUCCESSOR TO AMERICAN CREDIT CORPORATION

- ☐ Individual(s) ☒ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 10/16/1995

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other RELEASE

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name SUNBIRD, INC

Internal _____

Address _____

Street Address 730 SECOND AVENUE SW

City HURON

State SD

Country USA Zip 57350

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship STATE, MINNESOTA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No (s)

B Trademark Registration No (s)

1586000

Additional sheet(s) attached? ☒ Yes ☐ No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

SEE ATTACHED "EXHIBIT A"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name U.S. BANK N.A.

Internal Address ATTN TAMRA BOSTWICK

Street Address 400 CITY CENTER, P.O. BOX 3487

City OSHKOSH

State WI Zip 54901

Phone Number 920-237-7763

Fax Number 920-237-7627

Email Address TAMRA.BOSTWICK@USBANK.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number 06/08/2011 MTHA11 00000024 1586000

Authorized User Name 01 FC:8521 40.00 00

9. Signature:

Signature

5/31/11

Date

STACY BONINCONTRI, ASSISTANT COMMERCIAL OFFICER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P O Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004562 FRAME: 0061

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **May 31, 2011** (this "Release") is made by U.S. Bank National Association, a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain **Security Agreement**, dated as of **October 16, 1995** and recorded on **10/19/1995** as **Reel/Frame: 1401/0127**, **Application Number: 73811790**, **Registration Number: 1586000** in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **Sunbird, Inc.**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

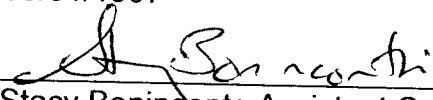
WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **Sunbird, Inc.**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.


U S. Bank National Association f/k/a Firststar
Bank of Minnesota, N.A. as the successor to
American Credit Corporation by First
Amendment To Security Agreement dated
03/31/1997

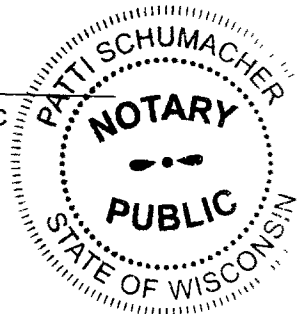

Stacy Bonincontri, Assistant Commercial Officer


STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this May 31, 2011, before me appeared Michelle Draheim to me personally known, who being by me duly sworn did say that he/she is Assistant Commercial Officer of U.S. Bank National Association, , a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors. and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.


Patti Schumacher, Notary Public
My term expires:



 Customer. #029131 Cost Center #0002010

TRADEMARK
REEL: 004562 FRAME: 0063

SCHEDULE A

EXISTING TRADEMARKS

U.S. TRADEMARKS

Registration <u>Number</u>	<u>Name</u>	<u>Date Registered</u>
1,586,000	Sunbird	March 6, 1990