## 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
Bank of America, N.A.		09/02/2011	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	Graebel Companies, Inc.	
Street Address:	16346 Airport Circle	
City:	Aurora	
State/Country:		
Postal Code:		
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3018332	MOVE CLUB OF AMERICA
Registration Number:	egistration Number: 2985328 THE POWER OF ONE	

#### **CORRESPONDENCE DATA**

Fax Number: (715)845-2718 Phone: 715-845-4336

Email: slipowski@ruderware.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Steven P. Lipowski
Address Line 1: P.O. Box 8050

Address Line 4: Wausau, WISCONSIN 54402-8050

NAME OF SUBMITTER:	Steven P. Lipowski	
Signature:	/Steven P. Lipowski/	
Date:	09/19/2011	

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#### RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of <u>Sept. 2, 2011</u> by Bank of America, N.A., as Agent ("Agent").

WHEREAS, Agent (through its predecessor in interest, LaSalle Business Credit, LLC) and Graebel Companies, Inc., a Delaware corporation ("Grantor"), entered into that certain Trademark, Patent and Copyright Security Agreement, dated as of March 1, 2007 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on <u>Schedule I</u> attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Grant of Security Interest in Trademarks and Patents executed pursuant to the Trademark Security Agreement on March 15, 2007 at Reel 3501, Frame 0213 in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

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

Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreement), including:

- (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

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Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

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IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

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Title: 1/2/24 1/21

# Schedule I to Release of Trademarks

# **TRADEMARKS**

TRADEMARK	APPLICATION AND/OR REGISTRATION NO.	REGISTRATION DATE
MOVE CLUB OF AMERICA	3,018,332	11/22/2055
THE POWER OF ONE	2,985,328	08/16/2005

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**RECORDED: 09/19/2011**