## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Release of Trademark Security Interest at Reel/Frame No. 3470/0343

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ORIX Venture Finance LLC		103/26/2012 1	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Superior Vision Services, Inc.	
Street Address:	11101 White Rock Road	
Internal Address:	Suite 150	
City:	Rancho Cordova	
State/Country:	CALIFORNIA	
Postal Code:	95670	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Registration Number:	3087290	SUPERIOR VISION SERVICES	
Registration Number:	3087291	SUPERIOR VISION PLAN	
Registration Number:	3087292	SUPERIOR VISION SERVICES, INC.	
Registration Number:	3032150	svs	
Serial Number:	78510252	SUPERIOR VISION INSURANCE PLAN	
Serial Number:	78510259	SVIP	
Serial Number:	74647114	SUPERIOR VISION PLAN	

### **CORRESPONDENCE DATA**

Fax Number: (702)792-9002 Phone: 702-792-3773 lvpto@gtlaw.com

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

REEL: 004744 FRAME: 0065

**TRADEMARK** 

900218426

Correspondent Name: Greenberg Traurig, LLP; Attn: L.Thompson

Address Line 1: 3773 Howard Hughes Parkway

Address Line 2: Suite 400N

Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	122727.010000
NAME OF SUBMITTER:	Lauri S. Thompson
Signature:	/Lauri S. Thompson/
Date:	03/27/2012

Total Attachments: 3

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TRADEMARK
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### RELEASE OF TRADEMARK SECURITY INTEREST

**WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of January 15, 2007 (hereinafter "<u>Trademark Security Agreement</u>"), SUPERIOR VISION SERVICES, INC. ("<u>Borrower</u>") granted to ORIX VENTURE FINANCE LLC ("<u>ORIX</u>") a security interest in all right, title or interest in or to any and all of the following assets and properties (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof and all reissues, continuations, extensions and renewals thereof and amendments thereto (hereinafter "Trademarks"), including but not limited to the federal trademark applications and registrations set forth on Schedule 1 and incorporated herein;
  - (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto and all other assets, rights and interests that uniquely reflect or embody such goodwill;

WHEREAS, ORIX acknowledges and agrees that all of Borrower's obligations with respect to the Trademark Security Agreement have been fully and completely satisfied and that the security interest granted has been and hereby is re-assigned, released, disclaimed, relinquished, discharged, and terminated in full, so that it is as if the security interest had never been granted, and ORIX further agrees to perform, at Borrower's request, all additional acts reasonably necessary (including executing additional documents) to confirm that ORIX has no interests of any type in, to, or under the Trademark Collateral, the Trademarks, and any other intellectual property of Borrower;

WHEREAS, ORIX desires to fully, completely and formally release the security interest in and to the Trademark Collateral, the Trademarks, and any other intellectual property of Borrower, and to record such release with the United States Patent and Trademark Office; and

WHEREAS, Borrower has requested and ORIX has agreed to provide a document suitable for same.

**NOW, THEREFORE**, in consideration of and in exchange for good and valuable consideration, ORIX does hereby fully, completely and formally re-assign, release, disclaim, relinquish, discharge, and terminate the security interest and any other interest it may have in, to, or under the Trademark Collateral, the Trademarks, and any other intellectual property of Borrower, effective as of December 13, 2010.

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**IN WITNESS WHEREOF**, ORIX has caused this Release of Trademark Security Interest to be duly executed as of March 26, 2012.

ORIX Corporate Capital Inc.

By: Christopher L. Smith

Title: Senior Managing Director

# **SCHEDULE 1**

# **TRADEMARKS**

		REGISTRATION/	REGISTRATION/
TRADEMARK	CLASS	APPLICATION	APPLICATION
		NUMBER	DATE
SUPERIOR VISION SERVICES	36	3,087,290	May 2, 2006
SUPERIOR VISION PLAN	36	3,087,291	May 2, 2006
SUPERIOR VISION SERVICES,	36	3,087,292	May 2, 2006
INC. (with design)			
SVS	36	3,032,150	November 2, 2004
SUPERIOR VISION INSURANCE	36	78/510,252	November 2, 2004
PLAN		(Abandoned)	
SVIP	36	78/510,259	November 2, 2004
		(Abandoned)	
SUPERIOR VISION PLAN	36	74/647114	March 15, 1995
		(Abandoned)	

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**RECORDED: 03/27/2012** 

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