### 900219328 04/02/2012

### 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
Madison Capital Funding LLC		104/02/2012 I	LIMITED LIABILITY
		- 11 - 12 - 12	COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Service Champ, Inc.
Street Address:	180 New Britain Blvd.
City:	Chalfont
State/Country:	PENNSYLVANIA
Postal Code:	18914
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2224297	SERVICE CHAMP
Registration Number:	2790366	TEAM 1

### **CORRESPONDENCE DATA**

**Fax Number**: (202)778-5439

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

via US Mail.

Phone: 202.662.5439

Email: trademarks@cov.com

Correspondent Name: Marie A. Lavalleye

Address Line 1: 1201 Pennsylvania Avenue, N.W.

Address Line 2: Covington & Burling LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	032301.00009
NAME OF SUBMITTER:	Marie A. Lavalleye

TRADEMARK REEL: 004750 FRAME: 0159

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Signature:	/mariealavalleye/	
Date:	04/02/2012	
Total Attachments: 4 source=FULLY EXECUTED SERVICE CHAMP TRADEMARK RELEASE_#page1.tif source=FULLY EXECUTED SERVICE CHAMP TRADEMARK RELEASE_#page2.tif source=FULLY EXECUTED SERVICE CHAMP TRADEMARK RELEASE_#page3.tif source=FULLY EXECUTED SERVICE CHAMP TRADEMARK RELEASE_#page4.tif		

TRADEMARK
REEL: 004750 FRAME: 0160

#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release"), dated as of April 2, 2012, is made by Madison Capital Funding LLC, as administrative agent for the Lenders (as defined in the Trademark Security Agreement defined below) (the "Agent").

WHEREAS, Service Champ, Inc., a Delaware corporation (the "<u>Grantor</u>") and the Agent entered into a certain Trademark Security Agreement, dated as of April 23, 2010, made by the Grantor in favor of the Agent (as may be amended, modified, restated or supplemented from time to time, the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement and including those trademark registrations set forth on <u>Schedule I</u> attached hereto);

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office at Reel 4197, Frame 0447 on May 3, 2010; and:

WHEREAS, the Grantor wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby unconditionally, irrevocably and absolutely terminates, extinguishes, releases and forever discharges its security interests and, all of its right, title and interest in, to and under the Trademark Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Trademark Security Agreement, and the Agent hereby reassigns to the Grantor any and all such right, title and interest (if any) that the Agent may have in, to and under any of the Trademark Collateral, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and all rights to sue or to recover, at law or in equity, for any past, present or future infringement, dilution, misappropriation or other violation of the Trademark Collateral and all rights to any income, royalties, and proceeds arising from or with respect thereto.

The Agent agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with such information and additional authorization and to execute and deliver to Grantor such additional instruments and to take such action, in each case, as the Grantor may reasonably request or as may be desirable to effect, and to record, the release of the Agent's continuing security interest in, to and under the Trademark Collateral.

This Release shall be governed by the laws of the State of New York.

TRADEMARK
REEL: 004750 FRAME: 0161

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

Madison Capital Funding LLC,

as Administrative Agent

By:

Name:

Title:

Craig Lacy
Chief Credit Officer/

Renior Managing Director

# Schedule I to Release of Trademark Security Interest

[See Attached]

## SCHEDULE 1

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## Trademark Security Agreement

## TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark Name	Trademark Registration No.	Date of Registration
SERVICE CHAMP	2224297	February 16, 1999
Team1 & Design	2790366	December 9, 2003

## TRADEMARK APPLICATIONS

None.

## TRADEMARK LICENSES

None.

TRADEMARK REEL: 004750 FRAME: 0164

**RECORDED: 04/02/2012**