

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (First Lien and Second Lien)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of America, N.A., as Administrative Agent		04/05/2012
			national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	O'Grady-Peyton International (USA), Inc.		
Street Address:	12400 High Bluff Drive		
Internal Address:	Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 4			
	Property Type	Number	Word Mark
	Registration Number:	2547450	OGP
	Registration Number:	2543091	O'GRADY PEYTON
	Registration Number:	2561992	O'GRADY PEYTON INTERNATIONAL
	Registration Number:	2615101	O'GRADY PEYTON INTERNATIONAL
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		

OP \$115.00 2547450

TRADEMARK

ATTORNEY DOCKET NUMBER:	410643-23 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	04/30/2012
Total Attachments: 3 source=Termination TM - 0814 & 0970#page1.tif source=Termination TM - 0814 & 0970#page2.tif source=Termination TM - 0814 & 0970#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (FIRST LIEN AND SECOND LIEN)**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 5, 2012 ("Release"), is made by **BANK OF AMERICA, N.A.**, as Administrative Agent (the "Administrative Agent") in favor of **O'GRADY-PEYTON INTERNATIONAL (USA), INC.**, a Massachusetts corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of December 23, 2009 and the Second Lien Security Agreement dated as of September 1, 2010 (each as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreements") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreements, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of December 23, 2009 recorded at the United States Patent and Trademark Office ("USPTO") on December 29, 2009 at Reel 4121 Frame 0814 and the Notice of Grant of Security Interest in Trademarks dated as of September 1, 2010 recorded at the USPTO on September 8, 2010 at Reel 4273 Frame 0970 (collectively, the "Notices"); and

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor (the "parties") agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreements or Notices.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the foregoing listed on Schedule A attached hereto; and


(b) authorizes the recordation of this Release with the USPTO.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

as Administrative Agent

By: 

Name: Zubin R. Shroff

Title: Director

Schedule A

**U.S. Trademarks Subject to Security Interest
Granted by O'Grady-Peyton International (USA), Inc.
In Favor of Bank of America, N.A., as Administrative Agent
First Lien Recorded December 29, 2009 at Reel 4121 Frame 0814
Second Lien Recorded September 8, 2010 at Reel 4273 Frame 0970**

Registered Marks

Mark	Registration No.	Registration Date
OGP	2547450	03/12/02
O'GRADY PEYTON	2543091	02/26/02
O'GRADY PEYTON INTERNATIONAL	2561992	04/16/02
O'GRADY PEYTON INTERNATIONAL and Design	2615101	09/03/02