

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS RECORDED ON REEL 004500 FRAME 0653														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>THE PRIVATEBANK AND TRUST COMPANY</td> <td></td> <td>05/03/2012</td> <td>BANKING CORPORATION: ILLINOIS</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	THE PRIVATEBANK AND TRUST COMPANY		05/03/2012	BANKING CORPORATION: ILLINOIS				
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<table border="1"> <tr> <td>Name:</td> <td>MERCURY WERKS, LLC</td> </tr> <tr> <td>Street Address:</td> <td>15851 DALLAS PARKWAY</td> </tr> <tr> <td>City:</td> <td>ADDISON</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>75001</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	MERCURY WERKS, LLC	Street Address:	15851 DALLAS PARKWAY	City:	ADDISON	State/Country:	TEXAS	Postal Code:	75001	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
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CORRESPONDENCE DATA															
<p>Fax Number: 3128622200  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 3128623312        Email: patrick.lau@kirkland.com        Correspondent Name: Kirkland &amp; Ellis LLP        Address Line 1: 300 North LaSalle        Address Line 2: c/o Patrick Lau, Legal Assistant        Address Line 4: Chicago, ILLINOIS 60654</p>															
ATTORNEY DOCKET NUMBER:	38609-23 PL														
NAME OF SUBMITTER:	Patrick Lau														

Signature:	/pl/
Date:	05/03/2012
Total Attachments: 5 source=Mercury Werks (executed)#page1.tif source=Mercury Werks (executed)#page2.tif source=Mercury Werks (executed)#page3.tif source=Mercury Werks (executed)#page4.tif source=Mercury Werks (executed)#page5.tif	

## RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

**THIS RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS** (this "Release") is made as of May 3, 2012 ("Effective Date") by and between **THE PRIVATEBANK AND TRUST COMPANY**, as Administrative Agent (herein, together with its successors and assigns in such capacity, the "Administrative Agent") for the benefit of itself and the Lenders (as defined below), and **MERCURY WERKS, LLC**, a limited liability company of Delaware (herein, together with its successors and assigns in such capacity, the "Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Patent and Trademark Security Agreement by and between Grantor and Administrative Agent dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"; capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent and Trademark Security Agreement), Grantor granted to Administrative Agent for itself and the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein, exclusive of any of the foregoing that constitutes "Excluded Collateral" for so long as it remains Excluded Collateral, collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein, exclusive of any of the foregoing that constitutes "Excluded Collateral" for so long as it remains Excluded Collateral, collectively referred to as the "Patent Collateral").

**WHEREAS**, Grantor and Administrative Agent entered into the Patent and Trademark Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement by and between Grantor, The National System, Inc., Razor Business Consultants, LLC, the financial institutions that are or may from time to time become parties thereto (together with their respective successors and permitted assigns, the "Lenders"), and Administrative Agent dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

**WHEREAS**, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on March 18, 2011, at Reel 004500, Frame 0653;

**WHEREAS**, Grantor has paid all of its outstanding indebtedness to Administrative Agent,

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Patent and Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral and the Patent Collateral.

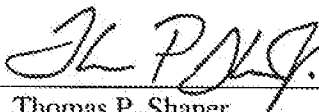
Administrative Agent represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral or the Patent Collateral; and (iii) it has not recorded or otherwise evidenced its security interest with respect to any Trademark Collateral or Patent Collateral, other than the Trademark Collateral set forth on Schedule 1 (annexed hereto) and the Patent Collateral set forth on Schedule 2 (annexed hereto), in any jurisdiction throughout the world.

Administrative Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE PRIVATEBANK AND TRUST  
COMPANY, as Administrative Agent

By:   
Name: Thomas P. Shaner  
Title: Managing Director

*[Signature Page to Release of Security Interest in Patents and Trademarks]*

**SCHEDULE 1**

(Trademark Collateral)

<b>Mark</b>	<b>Country</b>	<b>App. No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
MERCURY WERKS	U.S.	77/660424 1/30/2009	3796888 6/1/2010

**SCHEDULE 2**

(Patent Collateral)

None