## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPITAL ONE LEVERAGE FINANCE CORP.		05/08/2012	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	GARSITE/PROGRESS LLC	
Street Address:	625 W. State Street	
City:	New Lisbon	
State/Country:	WISCONSIN	
Postal Code:	53950	
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2437131	TST
Registration Number:	2444400	TST OVER 100 YEARS OF EXPERIENCE SERVICING YOU.

#### **CORRESPONDENCE DATA**

**Fax Number**: 2126561342

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

via US Mail.

Phone: 212-318-6000

Email: david.adams@thomsonreuters.com

Correspondent Name: Amarilys K Barbosa
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Amarilys K Barbosa
Signature:	/david adams TR/

TRADEMARK REEL: 004785 FRAME: 0507 P \$65,00 2437131

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Date:	05/22/2012
Total Attachments: 5 source=Garsite Trademark - Capital One#p.	age2.tif age3.tif age4.tif

TRADEMARK
REEL: 004785 FRAME: 0508

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 8, 2012 ("Release"), is made by CAPITAL ONE LEVERAGE FINANCE CORP. (successor-in-interest to NORTH FORK BUSINESS CAPITAL CORPORATION, a New York corporation), in its capacity as Agent for Lenders ("Agent") in favor of GARSITE/PROGRESS LLC, a Texas limited liability company ("Grantor").

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of December 19, 2007 by and among the Borrowers named therein ("Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, pursuant to the Loan Agreement, Grantor was required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, the Intellectual Property Security Agreement dated as of April 23, 2007 (the "Original IP Security Agreement");

WHEREAS, pursuant to the Loan Agreement, Grantor was required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, the First Amendment to Intellectual Property Security Agreement dated as of January 18, 2008 (as amended from time to time, the "First Amendment to IP Security Agreement"),

WHEREAS, the First Amendment to IP Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on January 22, 2008 at Reel 003701 Frame 0566

**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, Agent (for itself and on behalf of the Lenders) and Grantor agree as follows:

- SECTION 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. The Agent, for itself and on behalf of the Lenders, hereby:
- (a) terminates the Original IP Security Agreement, the First Amendment to IP Security Agreement, the Loan Agreement, and any other agreement under which Grantor has granted a collateral pledge, grant, assignment, lien, or security interest in, to, and under the trademarks listed on Schedule A (the "Trademark Collateral");
- (b) releases the lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, and

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(c) authorizes the recordation of this Release with the USPTO

[signature page follows]

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

Secured Party;

CAPITAL ONE LEVERAGE FINANCE CORP., (successor-in-interest to North Fork Business Capital Corporation), as Agent

Name John Wattinger

Tale: Vice President

## Schedule A

# Garsite/Progress LLC (Texas limited liability company)

U.S. Trademarks Subject to Security Interest Granted by Garsite/Progress LLC In Favor of North Fork Business Capital Corporation Recorded January 22, 2008 at Reel 003701 Frame 0566

# **Trademark Description**

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TST	2437131	03/20/2001
TST OVER 100 YEARS OF EXPERIENCE SERVICING YOU	2444400	04/17/2001

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TRADEMARK REEL: 004785 FRAME: 0512

**RECORDED: 05/22/2012**