

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights Previously Recorded at Reel/Frames (4410/0690) & (4788/0517)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent		10/12/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eliot Management Group, LLC		
Street Address:	100 Throckmorton St.		
Internal Address:	Suite 1800		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED LIABILITY COMPANY: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2890057	EMG ELIOT MANAGEMENT GROUP	
Registration Number:	3130462	EMG	
Serial Number:	85517046	OCEANO	
Serial Number:	85517047	OCEANO	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7803		
Email:	jmull@stblaw.com		
Correspondent Name:	Jodie Pimentel		
Address Line 1:	425 Lexington Avenue		
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ATTORNEY DOCKET NUMBER:	019557/0131
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	10/15/2012
<p>Total Attachments: 4</p> <p>source=JPM-Eliot Management Group, LLC TM Release#page1.tif</p> <p>source=JPM-Eliot Management Group, LLC TM Release#page2.tif</p> <p>source=JPM-Eliot Management Group, LLC TM Release#page3.tif</p> <p>source=JPM-Eliot Management Group, LLC TM Release#page4.tif</p>	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of October 12, 2012, from JPMorgan Chase Bank, a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Eliot Management Group, LLC, (the "Company"), a Utah limited liability company with its principal place of business located at 100 Throckmorton St., Suite 1800, Fort Worth, TX 76102.

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 1, 2010, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of November 1, 2010, among the Agent and the Company (the "Security Agreement"), the Company, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 5, 2010, at Reel 4410 and Frame 0690 and May 25, 2012 at Reel 4788 and Frame 0517; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release
by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By: 

Name: Lindsey M. Hester

Title: Authorized Signer

Schedule A

U.S. Trademark Registrations

Trademark	Registration No./ Application No.	Reel/Frame to be Released/ Recordation Date
EMG ELIOT MANAGEMENT GROUP (and design)	2,890,057 78/101,547	(4410/0690) 11/5/2010
EMG (standard characters)	3,130,462 78/122,667	(4410/0690) 11/5/2010
OCEANO	N/A 85/517,046	(4788/0517) 5/25/2012
OCEANO	N/A 85/517,047	(4788/0517) 5/25/2012