#### 900237789 11/05/2012

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in United States Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, as Collateral Agent		10/23/2012	Bank: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Marix Servicing LLC
Street Address:	3000 Bayport Drive
Internal Address:	Suite 1700
City:	Татра
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3571555	MARIX SERVICING
Registration Number:	3571559	MARIX SERVICING

### **CORRESPONDENCE DATA**

900237789

2124552502 Fax Number:

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

via US Mail.

(212) 455-3605 Phone:

Email: ksolomon@stblaw.com Correspondent Name: Genevieve Dorment, Esq. Simpson Thacher & Bartlett LLP Address Line 1:

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 097231/0009

**TRADEMARK** 

REEL: 004894 FRAME: 0172

NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	11/05/2012
Total Attachments: 6 source=Marix TM Release#page1.tif source=Marix TM Release#page2.tif source=Marix TM Release#page3.tif source=Marix TM Release#page4.tif source=Marix TM Release#page5.tif source=Marix TM Release#page6.tif	

# TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

TERMINATION AND RELEASE dated as of October 23, 2012, from Credit Suisse AG, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, New York 10010 (the "Agent"), for certain banks and other financial institutions (the "Lenders"), to Marix Servicing LLC ("Marix"), a Delaware limited liability company with notice address at 3000 Bayport Drive, Suite 1700, Tampa, Florida 33607. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble, have the meanings provided or provided by reference in the Security Agreement (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Security Agreement, dated as of July 1, 2011, made by the Grantor (as defined therein) and the other assignors from time to time party thereto in favor of the Agent (as amended, modified, restated and /or supplemented from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Mark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in United States Trademarks dated as of July 1, 2011, among the Agent and Marix (the "Grant Agreement"), whereby Marix, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Mark Collateral;

WHEREAS, the Grant Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2011, at Reel 4574 and Frame 0348; and

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

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Secured Obligations secured by the Mark Collateral pursuant to the Security 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. <u>Definitions</u>. The term "Mark Collateral," as used herein, shall mean all of Marix's right, title and interest in, to and under (i) each United States Mark, including, without limitation, each registered or applied for Mark set forth on Schedule A attached hereto, (ii) each Contract that includes any license of, or other grant of rights to, any Mark or any other trademark or similar intellectual property right of any party so such Contract, including, without limitation, the material Contracts that include any in-bound license of any registered or applied for united States Mark, as set forth on Schedule A attached hereto, (iii) all Proceeds of the foregoing, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to, on or after the date hereof for injury to or infringement, violation or dilution of

any of the foregoing or unfair competition regarding the same or for injury to the goodwill associated with any of the foregoing or violation of intellectual property rights in connection with any of the foregoing, including all proceeds and revenues therefrom, in each case, whether now owned or existing or hereafter acquiring or arising.

- 2. <u>Release of Security Interests</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Mark Collateral, and any right, title or interest of the Agent in such Mark Collateral granted pursuant to the Security Agreement, including those granted and agreed pursuant to the Grant Agreement, shall hereby cease and become void.
- 3. <u>Further Assurances</u>. 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.

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

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH, as Collateral Agent

Name:

Title:

ROBERT METÚ MANAGING DIRECTOR

Name: Title:

Rahul Parmar **Associate** 

SIGNATURE PAGE TO TRADEMARK RELEASE—MARIX

STATE OF <u>NEW YORK</u>	)	
	)	ss.:
COUNTY OF NEW YORK	)	

On this <u>18</u> day of October, 2012, before me personally appeared <u>Robert Hetu</u> to me known who, being by me duly sworn, did depose and say that he/she is <u>Managing Director</u> of Credit Suisse AG, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse AG.

Notary Public

(Affix Seal Below)

TANNIA BARRIENTOS
Notary Public, State of New York
No. 01BA6121581
Qualified in Queens County
Commission Expires January 18, 2013

SIGNATURE PAGE TO TRADEMARK RELEASE—MARIX

STATE OF NEW YORK	)	
	)	ss.:
COUNTY OF NEW YORK	)	

On this <u>18</u> day of October, 2012, before me personally appeared <u>Rahul Parmar</u> to me known who, being by me duly sworn, did depose and say that he/she is <u>Associate</u> of Credit Suisse AG, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Credit Suisse AG.

Notary Public

(Affix Seal Below)

TANNIA BARRIENTOS
Notary Public, State of New York
No. 01BA6121581
Qualified in Queens County
Commission Expires January 18, 2013

SIGNATURE PAGE TO TRADEMARK RELEASE—MARIX

# **SCHEDULE A**

## U.S. TRADEMARKS & TRADEMARK APPLICATIONS

Mark	Registration/ Application Number
MARIX SERVICING	3,571,555
MARIX SERVICING	3,571,559

097231-0009-11793-Active.13377721.1

**RECORDED: 11/05/2012**