

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		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		10/31/2012	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	K2 Advisors L.L.C.		
Street Address:	300 Atlantic Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3296442		
Registration Number:	2481600	K2 ADVISORS	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202.344.4019		
Email:	MBHarrison@Venable.com, alpittman@venable.com		
Correspondent Name:	Mark B. Harrison		
Address Line 1:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	40310.226424		
NAME OF SUBMITTER:	Mark B. Harrison		
Signature:	/Mark B. Harrison/		

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Date:

11/13/2012

Total Attachments: 3

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2012 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of K2 Advisors L.L.C. ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of April 30, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations, a continuing security interest in and continuing lien upon, 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 Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of April 30, 2007 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on May 9, 2007 at Reel 3538 Frame 0292.

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 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 Agreement or Notice.

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, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. Administrative Agent, at Grantor's expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Trademark Licenses, and Proceeds of the foregoing, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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: *Darleen R. Parmelee*

Name: Darleen R. Parmelee

Title: Assistant Vice President

Schedule A

K2 Advisors L.L.C.
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
Design only	3296442	09/25/07
K2 ADVISORS	2481600	08/28/01