2485257

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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation, as Administrative Agent		11/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NATIONAL PRODUCT SERVICES ACQUISITION CORPORATION
Street Address:	1001 19th Street North, 10th Floor
City:	Arlington
State/Country:	VIRGINIA
Postal Code:	22209
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2485257	ACUMEN
Serial Number:	78245476	RETAIL SERVICE PRO
Serial Number:	78267836	SERVICEFIRST

CORRESPONDENCE DATA

Fax Number: 8132270431

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

via US Mail.

Phone: (813) 227-7431

Email: hkattan@trenam.com

Correspondent Name: Heather Kattan

Address Line 1: 101 E. Kennedy Boulevard, Suite 2700

Address Line 4: Tampa, FLORIDA 33602

ATTORNEY DOCKET NUMBER: 12-2518: RELEASES

NAME OF SUBMITTER: Heather Kattan, Esquire

TRADEMARK

REEL: 004901 FRAME: 0493

Signature:	/Heather Kattan/	
Date:	11/15/2012	
Total Attachments: 3 source=Termination and Release of Security Interest in Intellectual Property (2)#page1.tif source=Termination and Release of Security Interest in Intellectual Property (2)#page2.tif source=Termination and Release of Security Interest in Intellectual Property (2)#page3.tif		

TRADEMARK REEL: 004901 FRAME: 0494

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of November 9th, 2012 ("<u>Release</u>"), is made by MCG Capital Corporation, a Delaware corporation, as Administrative Agent ("<u>Administrative Agent</u>") in favor of National Product Services Acquisition Corporation, a Delaware corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of April 20, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrowers and Administrative Agent and the Intellectual Property Security Agreement dated as April 20, 2005 ("IP Security Agreement") by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for itself and the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the Collateral (as defined in the IP Security Agreement); and

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on September 19, 2005 at Reel 3161 Frame 0444.

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 itself and the Lenders, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or IP Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of itself and the Lenders, 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 Collateral (as defined in the IP Security Agreement), 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 governing the Security Agreement.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Party, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Administrative Agent:

MCG Capital Corporation, as Administrative Agent (as successor in interest to Union Bank of California, N.A.)

Name: Tod K. Reichert Title: Executive Vice President

On this day of November, 2012, before me, personally appeared Tod K. Reichert, as Executive Vice President of MCG Capital Corporation, who executed the foregoing Intellectual Termination and Release of Security Interest in Intellectual Property and he duly acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written.

NOTARY PUBLIC:

State of Organical Large (Seal)
Commission No. 268852

My Commission Expires:
My Commission Expires: My Commission Expires May 31, 2014

Personally Known OR Produced Identification Type of Identification Produced

Schedule A

Registered Marks

Mark	Reg. No.	Reg. Date
ACUMEN	2485257	09/04/01

Pending Applications

Mark	Appl. No.	Filing Date
RETAIL SERVICE PRO	78245476	05/05/03
SERVICEFIRST	78267836	06/27/03

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RECORDED: 11/15/2012

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