

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
JEFFERIES FINANCE LLC		12/16/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TVC Communications, L.L.C.		
Street Address:	800 Airport Road		
City:	Annville		
State/Country:	PENNSYLVANIA		
Postal Code:	17003		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3087610	MAXCELL	
Registration Number:	2526613	MAXCELL	
Registration Number:	0812942	TVC	
Registration Number:	2089054	MARATHON	
Registration Number:	2526028	MARATHON	
Registration Number:	2878059	CABLEGUIDE	
Registration Number:	3249173	WHITE SANDS	
Registration Number:	3186683	SIDEWINDER	
CORRESPONDENCE DATA			
Fax Number:	3303769646		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3303761242		
Email:	pto@rennerkenner.com		

OP \$215.00 3087610

Correspondent Name: Renner, Kenner, Greive, Bobak, Taylor &
Address Line 1: 106 S. Main Street, Suite 400
Address Line 2: First National Tower
Address Line 4: Akron, OHIO 44308

ATTORNEY DOCKET NUMBER:	WES.C.US0006
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NAME OF SUBMITTER:	Tama L. Drenski
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Signature:	/Tama L. Drenski/
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Date:	12/10/2012
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Total Attachments: 6

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Agreement"), is dated as of December 16, 2010, made by JEFFERIES FINANCE LLC, as the collateral agent (the "Assignor"), having a location at 520 Madison Avenue, New York, New York 10022, in favor of TVC COMMUNICATIONS, L.L.C., as the borrower (the "Assignee"), having a location at 800 Airport Road, Annville, Pennsylvania 17003.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 29, 2007 (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among Assignee, the financial institutions party thereto (the "Lenders") and the Assignor, the Lenders severally agreed to make extensions of credit to the Assignee upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in the Credit Agreement) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Assignee's Obligations.

WHEREAS, pursuant to the Credit Agreement, the Assignee executed and delivered that certain Trademark Security Agreement, dated as of June 29, 2007 (the "Trademark Security Agreement") pursuant to which the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined herein).

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office, on July 6, 2007, at Reel 003575, Frame 0728.

WHEREAS, the Assignor, the Assignee and Lenders have entered into a certain Payoff and Release Agreement, dated December 16, 2010 (the "Pay-Off Letter"), pursuant to which all of the security interests, mortgages, liens, charges and pledges, of any kind, nature or description, whenever and however arising, in favor of the Assignor for the benefit of the Lenders and any other secured parties under each of the Security Documents and any other Loan Document, were automatically discharged, terminated and released.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

Section 1. Defined Terms

Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

Section 2. Release of Security Interest

The Assignor hereby releases and discharges its security interest in all of the following property now owned by the Assignee or in which the Assignee now has any right, title or interest (collectively, the "Trademark Collateral");

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;

(ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(x) all rights to sue for past, present or future infringements of any of the foregoing;

(xi) all good will related to any of the foregoing;

(xii) to the extent not included above, all general intangibles (as defined in the U.C.C.) of the Grantor related to the foregoing; and

(xiii) all proceeds of any and all of the foregoing.

Section 3. Pay-Off Letter Governs

The security interests released pursuant to this Agreement are released concurrently, and in conjunction, with the security interests released pursuant to the Pay-Off Letter. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Pay-Off Letter, the provisions of the Pay-Off Letter shall govern.

Section 4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 5. Recordation

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to (i) record this Agreement with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Agreement in the applicable governmental office or agency. The Assignor further agrees to execute and deliver further documents as Assignee may reasonably request to effectuate, or reflect on public record, the release and discharge of such liens and security interests in the Trademark Collateral. All of the foregoing shall be at the expense of Assignee, with no liability to Assignee or any Lender, and with no representation or warranty by or recourse to Assignee or any Lender.

Section 6. Counterparts

This Agreement may be executed by one or more of the signatories to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

JEFFERIES FINANCE LLC, as Collateral Agent

By: _____

Name: E. Joseph Hess

Title: Managing Director

Accepted and acknowledged by Borrower and Assignee:

TVC COMMUNICATIONS, L.L.C.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

JEFFERIES FINANCE LLC, as Collateral Agent

By: _____
Name:
Title:

Accepted and acknowledged by Borrower and Assignee:

TVC COMMUNICATIONS, L.L.C.

By: _____
Name: *LYNN A. BOYER*
Title: *V.P. FINANCE, SECRETARY*
& TREASURER

Schedule A
to Release of Security Interests in Trademarks

TVC COMMUNICATIONS, L.L.C. U.S. TRADEMARK RIGHTS

Country	Mark	Serial No	Reg No	Status
UNITED STATES	MAXCELL & DESIGN	78/631,430	3,087,610	REGISTERED
UNITED STATES	MAXCELL	75/837,125	2,526,613	REGISTERED
UNITED STATES	TVC	72/226,100	812,942	REGISTERED
UNITED STATES	MARATHON & DESIGN	75/125,259	2,089,054	REGISTERED
UNITED STATES	MARATHON & DESIGN	75/981,125	2,526,028	REGISTERED
UNITED STATES	CABLEGUIDE	78/156,002	2,878,059	REGISTERED
UNITED STATES	WHITE SANDS	78/799,055	3,249,173	REGISTERED
UNITED STATES	SIDEWINDER	78/799,076	3,186,683	REGISTERED