TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Intellectual Property Release, Release of Liens and Security Interests	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		112/05/2012	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	JMH International, LLC	
Street Address:	3080 Pinebrook Road, Suite 1000	
City:	Park City	
State/Country:	UTAH	
Postal Code:	84098	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2966834	JMH PREMIUM
Registration Number:	3198401	JMH PREMIUM

CORRESPONDENCE DATA

3126095005 Fax Number:

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

via US Mail.

Phone: 312-609-7897

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

222 North LaSalle Street - 24th Floor Address Line 1:

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0067		
NAME OF SUBMITTER:	Holly Miller		
Signature:	/Holly Miller/		

REEL: 004919 FRAME: 0603 900241307

Date:	12/14/2012
Total Attachments: 6 source=31417.00.0067 - Intellectual Properts	y Release#page2.tif y Release#page3.tif y Release#page4.tif y Release#page4.tif y Release#page5.tif

INTELLECTUAL PROPERTY RELEASE, RELEASE OF LIENS AND SECURITY INTERESTS

This Intellectual Property Release, Release of Liens and Security Interests ("Release") is entered into and dated effective as of December _5_, 2012 by and between JMH INTERNATIONAL, LLC, a Delaware limited liability company ("Debtor"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

INTRODUCTION

- A. Debtor and Lender are parties to a certain Amended and Restated Loan Agreement dated December 31, 2009, ("Loan Agreement"), and Patent, Trademark and License Security Agreement dated March 10, 2006 ("Security Agreement").
- B. Debtor and Lender have executed and delivered the Security Agreement, pursuant to which Debtor granted to Lender a security interest in and to all of the present and future right, title and interest in the Patents, Trademarks and Copyrights (each as defined in the Security Agreement) (collectively referred to herein as, the "Intellectual Property") of the Debtor to secure the payment and performance of obligations.
- C. Debtor has satisfied all of it obligations under the Loan Agreement, and has terminated the Loan Agreement, and the parties now desire to release all security interests, including without limitation, any security interest in the Intellectual Property in favor of Lender granted pursuant to the Security Agreement, in each case in accordance with the terms and conditions set forth herein.

AGREEMENT

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Release of Security Interest. Lender does hereby RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Debtor, its successors and assigns, all security interests, charges and encumbrances granted by Debtor in favor of Lender pursuant to the Loan Agreement and/or Security Agreement in the Intellectual Property rights listed in the Security Agreement, including without limitation the Intellectual Property including without limitation, the Trademarks set forth in Schedule 1 attached hereto, the Patents set forth in Schedule 2 attached hereto and any other collateral described in the Security Agreement (the "Released Intellectual Property"), Lender hereby reassign any and all such right, title and interest, including associated goodwill, along with the right to sue and recover for past infringements and misappropriations, that Lender may have in the Intellectual Property and any other collateral described in the Security Agreement or Loan Agreement to Debtor.
- 2. <u>Further Cooperation</u>. Lender shall, upon the request of Debtor, execute and deliver to Debtor, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States

or other countries related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to release and relinquish all liens with respect to the Released Intellectual Property arising under the Security Agreement, in each case in form and substance satisfactory to Lender. Debtor agrees to pay for the preparation, execution, delivery, filing and recording of this Release in the appropriate jurisdictions and of all such other terminations, releases, agreements, discharges, other instruments and collateral.

- 3. <u>Entire Agreement</u>. This Release executed by Lender constitutes the entire agreement of the parties with respect to the subject mater hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.
- 4. <u>Authority</u>. Each party represents and warrants that it has the right and authority to execute this Release. Lender further represents and warrants that the security interests granted under or pursuant to the Security Agreement have not been assigned by Lender to any other party.
- 5. <u>Breach of this Agreement</u>. In the event of any dispute under this Release, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief provided by law, such costs and expenses as may be reasonably incurred by the prevailing party, including court costs, reasonable attorney's fees and all other reasonable costs and expenses.
- 6. <u>Binding Effect</u>. The terms of this Release shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Release, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.
- 7. <u>Counterparts</u>. This Release may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same instrument. All signatures need not be on the same counterpart.
- 8. Governing Law. THIS AGREEMENT, AND THE ACTIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW), EXCEPT TO THE EXTENT THE SAME ARE GOVERNED BY APPLICABLE FEDERAL LAW.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lender and Debtor have caused this Release to be executed as of the day and year first above written.

LENDER:	DEBTOR:
U.S. BANK NATIONAL ASSOCIATION	JMH INTERNATIONAL, LLC
By:	By:
Its: VICE PRESIDENT	Its:
	.:
STATE OF)	
COUNTY OF)ss:	
On this day of, 20	12, personally appeared,
to me known and known to be the Delaware limited liability company, and acknow Intellectual Property Release, Release of Liens	of JMH INTERNATIONAL, LLC, a wledged that he executed the foregoing and Security Interests.
Notary Public	
STATE OF Wisconsin)ss:	
COUNTY OF Milwaukee	·
On this Hym day of December, 2012, personner and known to be the Vice President national banking association, and acknowledged Property Release, Release of Liens and Security	of U.S. BANK NATIONAL ASSOCIATION, a I that he executed the foregoing Intellectual
Notary Public	
Notary I dolle	COLETTE HAGER Notary Public State of Wisconsin

SIGNATURE PAGE TO INTELLECTUAL PROPERTY RELEASE, RELEASE OF LIENS AND SECURITY INTERESTS

IN WITNESS WHEREOF, Lender and Debtor have caused this Release to be executed as of the day and year first above written.

LENDER:

DEBTOR:

U.S. BANK NATIONAL ASSOCIATION

JMH INTERNATIONAL, LLC

By:

By:

STATE OF Minney and Security Interests.

On this 30 day of Minney and acknowledged that he executed the foregoing Intellectual Property Release, Release of Liens and Security Interests.

Notary Public

Notary Public

MY COMM. EXP. 01/31/2016

Notary Public

STATE OF

SIGNATURE PAGE TO INTELLECTUAL PROPERTY RELEASE, RELEASE OF LIENS AND SECURITY INTERESTS

SCHEDULE 1 Trademarks

Pledgor	Country	<u>Mark</u>	Registration No.	Registered
JMH International, LLC	USA	JMH PREMIUM & Design	2966834	July 12, 2005
JMH International, LLC	USA	JMH PREMIUM & Design	Serial No. 78755739; Registration No. 3198401	January 16, 2007

SCHEDULE 2 Patents

None.

TRADEMARK REEL: 004919 FRAME: 0610

RECORDED: 12/14/2012