

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
KeyBank, National Association, as successor in interest to Society National Bank, as Collateral Agent		10/18/2012	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Standard Parking Corporation, as successor in interest to APCOA, Inc.
Street Address:	900 N. Michigan Avenue, Suite 1600
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1910820	ADVANCED PARKING TECHNOLOGY
Registration Number:	1589359	PARK AIR EXPRESS
Registration Number:	1070394	APCOA
Registration Number:	1037009	APCOA
Registration Number:	0612343	AIRPORT PARKING
Registration Number:	0612789	

CORRESPONDENCE DATA

Fax Number: 9194168363
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 9192868049
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive

OP \$165.00 1910820

Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.4735
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	04/12/2013

Total Attachments: 4

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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 18, 2012 ("Release"), is made by KeyBank, National Association, as successor in interest to Society National Bank, as Collateral Agent ("Collateral Agent"), in favor of Standard Parking Corporation, a Delaware corporation, as successor in interest to APCOA, Inc., a Delaware corporation ("Borrower").

WHEREAS, pursuant to a Collateral Agency and Intercreditor Agreement dated as of February 24, 1994 between APCOA, Inc., The First National Bank of Boston, as Collateral Agent ("FNBB"), and the Secured Parties ("Collateral Agreement"), Borrower and The First National Bank of Boston, as Collateral Agent entered in the Security Agreement dated as of February 24, 1994 ("Security Agreement") and the Trademark Collateral Security and Pledge Agreement dated as of February 24, 1994 ("Trademark Security Agreement"), pursuant to which Borrower granted to The First National Bank of Boston, as Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks and pledged and mortgaged the Pledged Trademarks to the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 2, 1994 at Reel 1115 Frame 0390;

WHEREAS, pursuant to the Assignment of Intellectual Property Agreements dated as of March 26, 1996 between FNBB and Collateral Agent ("Assignment"), FNBB assigned to Collateral Agent all of FNBB's right, title, and interest in and to the Trademark Security Agreement;

WHEREAS, the Assignment was recorded at the USPTO on April 3, 1996 at Reel 1449 Frame 0008;

WHEREAS, the Trademark Security Agreement was amended and restated as of March 26, 1996 between Collateral Agent and Borrower ("A&R Trademark Security Agreement"); and

WHEREAS, the A&R Trademark Security Agreement was recorded at the USPTO on April 3, 1996 at Reel 1449 Frame 0057.

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, Collateral Agent, on behalf of the Secured Parties, and Borrower agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Collateral Agreement, Security Agreement, Trademark Security Agreement, or A&R Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Borrower has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Pledged Trademarks;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever 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 the Pledged Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

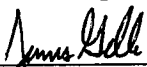
(d) authorizes the recordation of this Release with the USPTO at Borrower's expense.

SECTION 3. Further Assurances. Collateral Agent, at Borrower'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 Pledged Trademarks, Collateral Agent will, at Borrower'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 Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

KeyBank, National Association,
as successor in interest to Society National Bank,
as Collateral Agent

By: 
Name: James Gelle
Title: Vice President

Schedule A

U.S. Trademarks Subject to Security Interest
Granted by APCOA, Inc.
In Favor of Society National Bank, as Collateral Agent
Recorded April 3, 1996 at Reel 1449 Frame 0057

Registered Marks

Mark	Reg. No.	Reg. Date
ADVANCED PARKING TECHNOLOGY	1910820	08/08/95
PARK AIR EXPRESS	1589359	03/27/90
APCOA	1070394	07/26/77
APCOA	1037009	03/30/76
AIRPORT PARKING and Design	0612343	09/13/55
Design only	0612789	09/20/55

U.S. Trademarks Subject to Security Interest
Granted by APCOA, Inc.
In Favor of First National Bank of Boston, as Collateral Agent
Assigned to Society National Bank, as Collateral Agent
Recorded March 2, 1994 at Reel 1115 Frame 0390
Assignment Recorded April 3, 1996 at Reel 1449 Frame 0008

Registered Marks

Mark	Reg. No.	Reg. Date
ADVANCED PARKING TECHNOLOGY	1910820	08/08/95
PARK AIR EXPRESS	1589359	03/27/90
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