

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
Jefferies Finance LLC, as Priority Collateral Trustee		04/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Landmar Group, LLC		
Street Address:	7645 Gate Parkway, Suite 106		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3379984	OSPREY COVE	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868049		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	035649.011		
NAME OF SUBMITTER:	John E. Slaughter, III		
Signature:	/jes/		

OP \$40.00 3379984

Date:

04/22/2013

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 April 19, 2013 (“Release”), is made by Jefferies Finance LLC, as Priority Collateral Trustee (“Priority Collateral Trustee”), in favor of Landmar Group, LLC, a Delaware limited liability company (“Pledgor”).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement dated as of August 9, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Pledgors and Priority Collateral Trustee, and the Trademark Security Agreement dated as of August 9, 2012 (“Trademark Security Agreement”) by and among the Pledgors and Priority Collateral Trustee, Pledgor granted to the Priority Collateral Trustee, as collateral agent for the Secured Parties, a lien on and security interest in and to all of Pledgor’s right, title and interest in, to and under the Trademark Collateral, including the Trademark listed on Schedule A attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 9, 2012 at Reel 4839 Frame 0480.

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, Priority Collateral Trustee, on behalf of the Secured Parties, and Pledgor agree as follows:

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

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

(a) 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 Trademark listed on Schedule A attached hereto and all Goodwill associated with such Trademark (collectively, the “Released Trademark Collateral”); and

(b) authorizes the recordation of this Release with the USPTO at Pledgor’s expense.

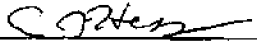
SECTION 3. Further Assurances. Priority Collateral Trustee, at Pledgor’s expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Released Trademark Collateral described in Section 2(a) above, Priority Collateral Trustee will, at Pledgor’s expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademark Collateral not listed on Schedule A.

IN WITNESS WHEREOF, the Priority Collateral Trustee, as collateral agent for 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.

Priority Collateral Trustee:

Jefferies Finance LLC, as Priority Collateral Trustee

By: 
Name: E. Joseph Hess
Title: Managing Director

Schedule A

Registered Mark

Mark	Reg. No.	Reg. Date
OSPREY COVE	3379984	02/12/08