#### 900253058 04/22/2013

## 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
Wilmington Trust, National Association, as Parity Collateral Trustee		104/19/2013	national banking association: UNITED STATES

### **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

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

via US Mail.

Phone: 9192868049

pto\_tmconfirmation@mvalaw.com Email:

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

REEL: 005011 FRAME: 0359

**TRADEMARK** 

Signature:	/jes/	
Date:	04/22/2013	
Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks 4839-0944#page1.tif source=Termination and Release of Security Interest in Trademarks 4839-0944#page2.tif source=Termination and Release of Security Interest in Trademarks 4839-0944#page3.tif		

#### 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 Wilmington Trust, National Association, as Parity Collateral Trustee ("Parity Collateral Trustee"), in favor of Landmar Group, LLC, a Delaware limited liability company ("Pledgor").

WHEREAS, pursuant to that certain Second 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 Parity Collateral Trustee, and the Trademark Security Agreement dated as of August 9, 2012 ("Trademark Security Agreement") by and among the Pledgors and Parity Collateral Trustee, Pledgor granted to the Parity 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 ("<u>USPTO</u>") on August 9, 2012 at Reel 4839 Frame 0944.

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

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.
- **SECTION 2.** <u>Termination and Release</u>. Parity 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. Parity 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, Parity 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 Parity 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.

Parity Collateral Trustee:

Wilmington Trust, National Association, as Parity Collateral Trustee

Name: Timothy R. M

୍ୟୟପministrative ¥ice President

## Schedule A

# **Registered Mark**

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

TRI1\841186v3

**RECORDED: 04/22/2013**