## 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
General Electric Capital Corporation, as Agent		07/10/2013	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	United States Infrastructure Corporation	
Street Address:	13085 Hamilton Crossing Blvd., Suite 200	
City:	Carmel	
State/Country:	INDIANA	
Postal Code:	46032	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3706580	USIC
Registration Number:	3633438	UNITED STATES INFRASTRUCTURE CORPORATION

#### **CORRESPONDENCE DATA**

**Fax Number**: 3125774565

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

via US Mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-289
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

900260268 REEL: 005066 FRAME: 0651

3706580

01. A65.00 370

Date:	07/10/2013
Total Attachments: 4 source=Trademark Release of Security Interest (2010)#page1.tif source=Trademark Release of Security Interest (2010)#page2.tif source=Trademark Release of Security Interest (2010)#page3.tif source=Trademark Release of Security Interest (2010)#page4.tif	

TRADEMARK
REEL: 005066 FRAME: 0652

## TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of July 10, 2013, by GENERAL ELECTRIC CAPITAL CORPORATION, as Agent ("Agent").

#### WITNESSETH:

WHEREAS, Agent and UNITED STATES INFRASTRUCTURE CORPORATION ("Grantor"), were parties to that certain Trademark Security Agreement dated as of May 14, 2010 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Grantor and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Amended and Restated Credit Agreement, dated as of May 14, 2010, by and among Grantor, certain affiliates of Grantor, such Lenders and Agent, as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Assignment Division of the United States Patent and Trademark Office on May 14, 2010 at Reel 4206, Frame 0500; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and reassign the same to Grantor;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases its security interest in all of Grantor's right, title and interest in and to all of the following (the "<u>Trademark Collateral</u>"):
- a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A hereto;
  - b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation,

TRADEMARK

61080416v2\_207170-00289

all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Grantor's business connected with the use of and symbolized by the Trademark Collateral.

- Remainder of Page Intentionally Left Blank – [Signature Page Follows]

TRADEMARK REEL: 005066 FRAME: 0654 IN WITNESS WHEREOF, Agent has caused this Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Devasena Vallabhaneni

Title: Duly Authorized Signatory

# **EXHIBIT A to Trademark Release of Security Interest**

## **US Trademarks:**

MARK	REGISTRATION NO.	REGISTRATION DATE
USIC	3706580	11/3/09
UNITED STATES	3633438	6/2/09
INFRASTRUCTURE		
CORPORATION		

Trademark Release of Security Interest

**RECORDED: 07/10/2013** 

TRADEMARK REEL: 005066 FRAME: 0656