

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademarks recorded at Reel 4434/Frame 0383 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Bank National Association | | 08/26/2013 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Eberle Design, Inc. | | |
| Street Address: | 3819 East La Salle Street | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85040 | | |
| Entity Type: | CORPORATION: ARIZONA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2956339 | SMARTMONITOR | |
| Registration Number: | 3098970 | DEFLECTOMETER | |
| Registration Number: | 2943809 | MONITORKEY | |
| Registration Number: | 3023401 | LEDGUARD | |
| Registration Number: | 4115900 | IPACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9494754754 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 949-451-3800 | | |
| Email: | skann@gibsondunn.com | | |
| Correspondent Name: | Stephanie S. Kann, Senior Paralegal | | |
| Address Line 1: | 3161 Michelson Drive | | |
| Address Line 2: | Gibson, Dunn & Crutcher LLP | | |
| Address Line 4: | Irvine, CALIFORNIA 92612 | | |

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|---|---------------------|
| ATTORNEY DOCKET NUMBER: | 11931-00057 |
| NAME OF SUBMITTER: | Stephanie S. Kann |
| Signature: | /stephanie s. kann/ |
| Date: | 08/28/2013 |
| Total Attachments: 3 source=Termination and Release of Security Interest in Trademarks - Eberle (executed)-v1#page1.tif source=Termination and Release of Security Interest in Trademarks - Eberle (executed)-v1#page2.tif source=Termination and Release of Security Interest in Trademarks - Eberle (executed)-v1#page3.tif | |

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is granted as of August 26, 2013 by U.S. BANK NATIONAL ASSOCIATION, a national banking association, ("Grantor") for itself and as administrative agent for the Banks (as defined in the Credit Agreement referenced below), in favor of EBERLE DESIGN, INC., an Arizona corporation ("Grantee").

WHEREAS, the Grantor, the Banks, and the Grantee are parties to a Credit Agreement dated as of December 15, 2010 (the "Credit Agreement"), pursuant to which the Banks agreed, among other things, to extend to the Grantee certain credit accommodations;

WHEREAS, pursuant to the Credit Agreement, the Grantee executed and delivered a Confirmatory Grant of Security Interest in United States Trademarks (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Interest") granting the Grantor a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Security Interest was dated as of December 15, 2012, and was recorded with the United States Patent and Trademark Office against the Trademark Collateral on December 15, 2012, at Reel 4434, Frame 0383; and

WHEREAS, the Grantee has satisfied all of the obligations under the Credit Agreement and has requested that Grantor terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Credit Agreement.
2. Release of Security Interest. Grantor hereby (a) releases and discharges all of Grantor's security interests in the Trademark Collateral, and (b) acknowledges, confirms and agrees that the Security Agreement is discharged, released, and terminated, and of no further force or effect with respect to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Agent

By:

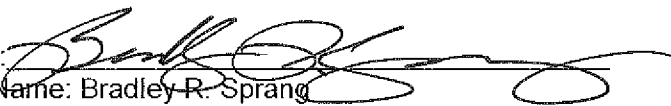

Name: Bradley R. Sprang
Title: Vice President

EXHIBIT A

| Trademark | Reg. No. | Reg. Date | Country | Status |
|----------------------|-----------------|------------------|----------------|---------------|
| SMARTMONITOR | 2,956,339 | May 24, 2005 | United States | Cancelled |
| DEFLECTOMETER | 3,098,970 | May 30, 2006 | United States | Registered |
| MONITORYKEY | 2,943,809 | April 26, 2005 | United States | Cancelled |
| LEDGUARD | 3,023,401 | December 6, 2005 | United States | Cancelled |
| IPACK | 4,115,900 | March 20, 2012 | United States | Registered |