

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
BUSINESS PROPERTY LENDING, INC.		06/25/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	N. SPIRIT GROUP, LTD.
Street Address:	9150 Markville Drive
City:	Dallas
State/Country:	TEXAS
Postal Code:	75243
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0911544	CHEERLEADER
Registration Number:	1132169	NATIONAL CHEERLEADERS ASSOCIATION
Registration Number:	1081129	LADY SPORT
Registration Number:	1127670	SUPERSTAR SPIRIT CAMPS
Registration Number:	1127671	SUPERSTAR DRILL TEAM CAMP
Registration Number:	1341584	CHEEROBICS
Registration Number:	1395849	CHEEROBICS

CORRESPONDENCE DATA

Fax Number: 3172317433
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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CH \$190.00 0911544

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ATTORNEY DOCKET NUMBER: 2799-245

NAME OF SUBMITTER: David A.W. Wong

Signature: /dwong/

Date: 09/23/2013

Total Attachments: 4
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**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is granted and conveyed as of this 25th day of June, 2013, by BUSINESS PROPERTY LENDING, INC., formerly HELLER FINANCIAL, INC., as administrative agent (the “Agent”), in favor of N. SPIRIT GROUP, LTD., a Texas corporation (the “Obligor”).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of March 13, 1991 (the “Security Agreement”), the Obligor granted to the Agent, for the benefit of the Secured Creditors, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Trademark Collateral Agreement, dated as of March 13, 1991 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor’s right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the “Security Interests”), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 18, 1991 at Reel 0774/Frame 0197;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent’s Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent’s release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement. The term “Trademark Collateral,” as used herein, shall mean (a) all of the Obligor’s right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.


2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BUSINESS PROPERTY LENDING, INC.,
formerly HELLER FINANCIAL, INC.,
as Agent

By: 
Name: Gregory Viceli
Title: E.V.P.

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE A

TRADEMARKS

1	Serial #: 72307310 Filing Dt: 09/13/1968 Reg #: 911544 Reg. Dt: 04/27/1971 Mark: CHEERLEADER
2	Serial #: 73103803 Filing Dt: 10/20/1976 Reg #: 1132169 Reg. Dt: 04/01/1980 Mark: NATIONAL CHEERLEADERS ASSOCIATION
3	Serial #: 73104074 Filing Dt: 10/20/1976 Reg #: 1081129 Reg. Dt: 01/03/1978 Mark: LADY SPORT
4	Serial #: 73150844 Filing Dt: 12/05/1977 Reg #: 1127670 Reg. Dt: 12/11/1979 Mark: SUPERSTAR SPIRIT CAMPS
5	Serial #: 73150968 Filing Dt: 12/05/1977 Reg #: 1127671 Reg. Dt: 12/11/1979 Mark: SUPERSTAR DRILL TEAM CAMP
6	Serial #: 73511931 Filing Dt: 12/04/1984 Reg #: 1341584 Reg. Dt: 06/11/1985 Mark: CHEEROBICS
7	Serial #: 73561661 Filing Dt: 10/04/1985 Reg #: 1395849 Reg. Dt: 06/03/1986 Mark: CHEEROBICS