#### 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
III/Vells Fargo National Association 1	FORMERLY First Fidelity Bank, National Association	10/03/2013	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	Comar, Inc.
Street Address:	One Comar Place
City:	Buena
State/Country:	NEW JERSEY
Postal Code:	08310
Entity Type:	CORPORATION: NEW JERSEY

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1281362	C COMAR

#### **CORRESPONDENCE DATA**

**Fax Number**: 2157727620

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

via US Mail.

Phone: 2157727230

Email: jgannon@mmwr.com

Correspondent Name: Montgomery McCracken Walker & Rhoads

Address Line 1: 123 S. Broad St.
Address Line 2: James L. Gannon II

Address Line 4: Philadelphia, PENNSYLVANIA 19109

ATTORNEY DOCKET NUMBER:	61093.00094
NAME OF SUBMITTER:	James L. Gannon II
Signature:	/James L. Gannon II/

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Date:	10/03/2013
Total Attachments: 4 source=Release-Signed#page1.tif source=Release-Signed#page2.tif source=Release-Signed#page3.tif source=Release-Signed#page4.tif	

# SATISFACTION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This SATISFACTION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release"), is made and effective as of October 3, 2013 and granted by Wells Fargo, National Association (as successor-in-interest to First Fidelity Bank, National Association, South Jersey) (the "Secured Party"), presently located at Commercial Banking Group, 600 Cuthbert Boulevard, Haddon Township, NJ 08108, in favor of Comar, Inc. (the "Borrower").

WHEREAS, the Borrower previously entered into financing agreements and related documents (the "Financing Agreements") providing for certain loans and advances to or for the benefit of the Borrower;

WHEREAS, as collateral security for the Borrower's obligations and liabilities to the Secured Party under the Financing Agreements, the Borrower agreed to assign to the Secured Party certain trademark, service mark and trademark rights;

WHEREAS, in connection with the Financing Agreements, the Borrower executed and delivered to the Secured Party an Assignment of Trademarks, Trade names, Etc. as Security, dated as of October 31, 1988 (the "Security Agreement");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 0624/Frame 0198 on November 4, 1988; and

WHEREAS, the Borrower has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest of the Secured Party in and to the IP Collateral (as defined below) pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. <u>Definition</u>. The term "IP Collateral", as used herein, shall mean all the Borrower's right, title and interest of every kind and nature as of the date hereof in any and all intellectual property as more fully described in the Security Agreement, and all good will associated therewith, including the trademark identified on Schedule 1 hereto (collectively, the "IP Collateral"). The IP Collateral includes all rights of any kind whatsoever of the Borrower accruing with respect to the IP Collateral under the applicable law of any jurisdiction, any and all royalties, fees, income, payments and other

proceeds now or hereafter due or payable with respect to the IP Collateral, and any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. <u>Release of Security Interest</u>. The Secured Party, on behalf of itself and its successors and assigns, fully and irrevocably terminates, releases and discharges its security interest in and to the IP Collateral, and all other right, title, and interest in and to the IP Collateral and reassigns to the Borrower any and all such right, title and interest that it may have in the IP Collateral.
- 3. <u>Further Assurances</u>. The Secured Party agrees to execute, acknowledge, procure and deliver to the Borrower, at the Borrower's expense, any and all further documents or instruments and do any and all further acts which the Borrower (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the Borrower's right, title and interest in and to the IP Collateral. The rights of the Borrower hereunder shall inure to the benefit of and be enforceable by the Borrower's successors and assigns.
- 4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

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

> Wells Fargo, National Association as Secured Party

Name: Paul Bakey

Title: Senior Vice President, Commercial Banking Group

Address for Notices: Paul Bakey Senior Vice President Commercial Banking Group Wells Fargo Bank, N.A. 600 Cuthbert Blvd. Haddon Twp., N.J. 08108 856-858-7515 (P) 856-858-7622 (F)

#### IN PRESENCE OF:

STATE OF NEW JERSEY )SS. COUNTY OF CAMDEN

On the 3/day of October, 2013, before me personally came Paul Bakey, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of the Commercial Banking Group of Wells Fargo, National Association (the successor-in-interest to First Fidelity Bank, National Association, South Jersey) in its capacity as Secured Party, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Wells Fargo, National Association, by himself as such officer,

My Commission Expires: 9-7-2014

JENNIFER J FORESMAN Notary Public State of New Jersey My Commission Expires Sep 7, 2014

TRADEMARK

### SCHEDULE 1

## TRADEMARK REGISTRATIONS AND APPLICATIONS

(1) U.S. Trademark Registration No.: 1281362, registered June 12, 1984

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3540398v1 RECORDED: 10/03/2013