

10/04/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

10-4-13



103662498



To the Director of the U. S. Patent and Trademark Office, or to the address(es) below.

1. Name of conveying party(ies):

FCC, LLC d/b/a First Capital

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company-Florida, United States
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 9, 2013

- Assignment
- Security Agreement
- Other Termination of Security Interests
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: First Service Networks, Inc.

Street Address: 939 Elkridge Landing Road, Ste. 300

City: Linthicum

State: Maryland

Country: USA Zip: 21090

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland, United States
- Other _____ Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2737955; 2617357; 2942344; 2737643

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Serial Numbers: 85025941; 85025938

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ronna Zebert

Internal Address: FCC, LLC d/b/a First Capital

Street Address: 3520 NW 58th Street

City: Oklahoma City

State: Oklahoma Zip: 73112

Phone Number: (405) 917-1140

Docket Number: _____

Email Address: rzebert@firstcapital.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Lee E. Elmore

Name of Person Signing

10/04/2013 10:00:00 AM 00000001 2737955
September 26, 2013

01 FC:0321 Date
02 FC:8522

40.00 OP
125.00 OP

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

U.S. Trademarks Subject to Security Interest Granted by
First Service Networks, Inc. in favor of FCC, LLC d/b/a First Capital
Recorded June 27, 2011, at Reel 004583 and Frame 0878

Registered Marks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
Fusion	85025941	04/29/2010	None	None
Fusion	85025938	04/29/2010	None	None
Fusion Technology	76230957	03/27/2001	2737955	07/15/2003
None	76227830	03/21/2001	2617357	09/10/2002
First Service Networks	76149926	10/19/2000	2942344	04/19/2005
First Service Networks	76149925	10/19/2000	2737643	07/15/2003

TERMINATION OF SECURITY INTERESTS IN TRADEMARKS

This Termination of Security Interests in Trademarks, dated as of September 9, 2013, is made by FCC, LLC d/b/a First Capital (the "Secured Party").

WHEREAS, First Service Networks, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in all of the Grantor's right, title, and interest in and to: (i) trademarks, service marks, collective membership marks, registrations, and applications for registrations for each, and the respective goodwill associated with each; (ii) licenses, fees, or royalties with respect to each; (iii) the right to sue for past, present, and future infringement, dilution, and damages therefor; and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including all of the marks referred to on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on June 27, 2011, at Reel 004583 and Frame 0878; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all liens and security interests granted to the Secured Party in the following Trademarks:


- (1) All of the Grantor's Trademarks, including those referred to on Schedule A attached hereto; and
- (2) All products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

SECURED PARTY:

FCC, LLC d/b/a First Capital

By:  _____

Lee Elmore
Senior Vice President