#### 900269485 10/21/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as		110/18/2013	national banking
Administrative Agent			association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Vendor Services, LLC	
Street Address:	41-550 ECLECTIC STREET	
Internal Address:	SUITE 200	
City:	PALM DESERT	
State/Country:	CALIFORNIA	
Postal Code:	92260	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3796782	TRIVEREX

#### **CORRESPONDENCE DATA**

**Fax Number**: 9192868199

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

via US Mail.

Phone: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4864
NAME OF SUBMITTER:	John E. Slaughter

TRADEMARK REEL: 005134 FRAME: 0701 P \$40,00 3796782

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Signature:	/John E. Slaughter/
Date:	10/21/2013
Total Attachments: 3 source=Termination of TM's#page1.tif source=Termination of TM's#page2.tif source=Termination of TM's#page3.tif	

TRADEMARK REEL: 005134 FRAME: 0702

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October <u>18</u>, 2013 (this "<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Vendor Services, LLC, a Delaware limited liability company ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 3, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (the "Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the Trademarks listed on Schedule A;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 3, 2011 (the "Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 7, 2011 at Reel 4555 Frame 0692.

- NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks listed on Schedule A attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- **SECTION 4.** Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in any Trademarks, Trademark Licenses, and Proceeds of the foregoing not listed on Schedule A.

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TRADEMARK REEL: 005134 FRAME: 0703 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

Name: Alan Tapley

Title: Assistant Vice President

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#### Schedule A

# Vendor Services, LLC (Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest Granted by Vendor Services, LLC In Favor of Bank of America, N.A., as Administrative Agent Recorded June 7, 2011 at Reel 4555 Frame 0692

## Registered Mark

Mark	Reg. No.	Reg. Date
TRIVEREX	3796782	06/01/10

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**RECORDED: 10/21/2013** 

TRADEMARK REEL: 005134 FRAME: 0705