

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC as successor to CorePointe Capital Finance LLC, as Collateral Agent		10/25/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kearney-National Inc.		
Street Address:	565 Fifth Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2867486	AMERICAN SPIRIT	
Registration Number:	2863403	AMERICAN TRADITION	
Registration Number:	2475403	AMERICAN FLAGPOLE	
Registration Number:	3859114	HAPCO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Michael Violet		
Address Line 1:	CT Lien Solutions		
Address Line 2:	4400 Easton Commons Way Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		

OP \$115.00 2867486

Signature:	/Michael Barys TR/
Date:	10/30/2013
Total Attachments: 6 source=PNC-DKM-trademark release with USPTO-Kearney-National#page1.tif source=PNC-DKM-trademark release with USPTO-Kearney-National#page2.tif source=PNC-DKM-trademark release with USPTO-Kearney-National#page3.tif source=PNC-DKM-trademark release with USPTO-Kearney-National#page4.tif source=PNC-DKM-trademark release with USPTO-Kearney-National#page5.tif source=PNC-DKM-trademark release with USPTO-Kearney-National#page6.tif	

RELEASE OF A SECURITY INTEREST - TRADEMARKS

This Release of Trademark Security Agreement (this "Release of Trademark Security Agreement") is made as of October 25, 2013, by Cerberus Business Finance, LLC as successor to CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee"), in favor of Kearney-National Inc. ("Grantor").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor had entered into a Pledge and Security Agreement, dated July 11, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor had granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Grantee, without any representation, warranty or recourse of any kind, hereby releases and discharges the security interest in and to the Trademarks granted to the Grantee and granted to the Grantee for the benefit of the Secured Parties.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantee does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral, more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein, are hereby released.

This Release of Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the 25th day of October, 2013.

CERBERUS BUSINESS FINANCE,
LLC

By

Name _____

Title President

Accepted and agreed to as of the date and year last above written.

KEARNEY-NATIONAL INC.

By

Name _____

Title _____

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005141 FRAME: 0737

IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the 25th day of October, 2013.

CERBERUS BUSINESS FINANCE,
LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

KEARNEY-NATIONAL INC.

By *Anna Prockman*
Name Lynn A. McCloskey
Title Vice President & Treasurer

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005141 FRAME: 0738

SCHEDULE A

Trademarks:
Kearney-National Inc.

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Trademark</u>
American Spirit	2867486	7/27/2004
American Tradition	2863403	7/13/2004
American Flagpole	2475403	8/7/2001
HAPCO	3859114	10/12/10

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