

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 (Reel 4229/Frame 0424)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of America, N.A., as Administrative Agent		11/22/2013
			Entity Type national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Quality Custom Distribution Services, Inc.		
Street Address:	18301 Von Karman Avenue, Suite 1100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3285976	QUALITY CUSTOM DISTRIBUTION SERVICES INC
CORRESPONDENCE DATA			
Fax Number:	7044448857		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7043432104		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4506050-0140		
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal		

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Signature:	/s/ Terry L. Witcher
Date:	11/27/2013
Total Attachments: 3 source=Trademark Termination#page1.tif source=Trademark Termination#page2.tif source=Trademark Termination#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November **22**, 2013 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Quality Custom Distribution Services, Inc. ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of June 21, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Grantor, 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 21, 2010 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on June 22, 2010 at Reel 4229 Frame 0424.

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

SECTION 2. Termination and Release. 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, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; 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.

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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

By: 
Name: Sabrina Hassan
Title: Vice President

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
QUALITY CUSTOM DISTRIBUTION SERVICES, INC and Design	3285976	8/28/07

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