

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
Silver Point Finance, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Linebarger Goggan Blair & Sampson, LLP		
Street Address:	2700 Via Fortuna Drive, Suite 400		
Internal Address:	Attn: Greg DeWinne		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: TEXAS		
Name:	Appraisal & Collection Technologies, LLC		
Street Address:	2700 Via Fortuna Drive, Suite 400		
Internal Address:	Attn: Greg DeWinne		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3316499	TRUTH-IN-TAXATION (TNT)	
CORRESPONDENCE DATA			
Fax Number:	2149997919		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-220-7919		

OP \$40.00 3316499

Email: jucooper@velaw.com
Correspondent Name: Julie H Cooper
Address Line 1: 2001 Ross Avenue, Suite 3700
Address Line 2: c/o Vinson & Elkins LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	LIN816/26000
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NAME OF SUBMITTER:	Julie H. Cooper
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Signature:	/julie h cooper/
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Date:	12/02/2013
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY
(TRADEMARKS)

This RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY (this "**Release**") is made as of November 27, 2013 (the "**Effective Date**"), by Silver Point Finance, LLC, as Collateral Agent ("**Collateral Agent**") for each of the Secured Parties (as defined in the Pledge and Security Agreement referred to below), in favor of Linebarger Goggan Blair & Sampson, LLP ("**LGBS**") and Appraisal & Collection Technologies, LLC ("**ACT**" and collectively with LGBS, the "**Grantors**"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Pledge and Security Agreement (as defined below).

Whereas, the Grantors are party to the Amended and Restated Senior Lien Credit and Guaranty Agreement, dated as of May 13, 2011 (as amended, supplemented or otherwise modified through the date hereof, the "**Senior Credit Agreement**") between each of the Grantors, the other Credit Parties from time to time party thereto and Collateral Agent;

Whereas, the Grantors are party to the Second Amended and Restated Senior Pledge and Security Agreement dated as of May 13, 2011, (as amended, supplemented or otherwise modified through the date hereof, the "**Pledge and Security Agreement**") between each of the Grantors, the other Credit Parties from time to time party thereto and Collateral Agent;

Whereas, pursuant to the Pledge and Security Agreement and the Senior Lien Trademark Security Agreement, dated as of May 13, 2011 (as amended, supplemented or otherwise modified through the date hereof, the "**IP Security Agreement**") between ACT and Collateral Agent, ACT granted to Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the Trademark Collateral (as defined in the IP Security Agreement), including trademarks and trademark applications set forth on Schedule A attached hereto (collectively with the Trademark Collateral, the "**Released IP Collateral**") to secure the prompt payment and performance of the obligations under the Credit Agreement; and

WHEREAS, in order to release all liens on assets of the Grantors, Collateral Agent is entering into this Release with the Grantors and executing a Senior Payoff Letter, dated as of November 25, 2013, among the Grantors and Collateral Agent (the "**Payoff Letter**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent agrees as follows:

- (a) With effect from the Payoff Date (as defined in the Payoff Letter), Collateral Agent, on behalf of the Secured Parties, hereby relinquishes, releases, discharges and assigns to the Grantors its security interest, without any representation, warranty, recourse or undertaking whatsoever, and all of its right, title and interest, if any, in and to the Released IP Collateral and all proceeds of the foregoing, including without limitation any claims for damages for past, present or future infringement, misappropriation or breach with respect to the foregoing in each case together with the right to sue for and collect, or otherwise recover, such

damages and all of the goodwill of the business connected with the use of and symbolized by the foregoing.

- (b) For the avoidance of doubt, the Released IP Collateral shall include all trademark and trademark applications as to which each Grantor has granted a security interest to Collateral Agent securing the Secured Obligations, regardless of whether listed on Schedule A. Collateral Agent agrees to deliver, at the sole cost and expense of the Grantors, any further documentation necessary to evidence the release of such security interests and shall take all further actions, and provide to each Grantor and each of its successors, assigns or other legal representatives, all cooperation and assistance reasonably requested by such Grantors, each at the Grantor's sole cost and expense, to more fully and effectively effectuate the purpose of this Release.
- (c) Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.
- (d) This Release shall be governed by, and construed in accordance with the law of the State of New York.

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IN WITNESS WHEREOF, Collateral Agent has caused this RELEASE OF SECURITY INTEREST IN CERTAIN INTELLECTUAL PROPERTY to be duly executed as of the date first written above.

SILVER POINT FINANCE, LLC
as Collateral Agent

By: 

Name: Michael A. Gatto
Title: Authorized Signatory

SENIOR INTELLECTUAL PROPERTY
RELEASE (TRADEMARKS)

TRADEMARK
REEL: 005165 FRAME: 0040

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SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

1) REGISTERED TRADEMARKS

Owner: Appraisal & Collection Technologies, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRUTH-IN-TAXATION (TNT)	3,316,499	17-Jul-09

2) TRADEMARK APPLICATIONS

None.

3) TRADEMARK LICENSES

None.