

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
NEWSTAR FINANCIAL, INC.		12/05/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	NAYLOR, LLC		
Street Address:	5950 N.W. First Place		
City:	Gainesville		
State/Country:	FLORIDA		
Postal Code:	32607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3287934	NAYLOR	
Registration Number:	3287935	NAYLOR	
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:	mtily@fdh.com		
Correspondent Name:	Michael Tily		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Michael Tily		
Signature:	/s/ Michael Tily		
Date:	12/05/2013		
Total Attachments: 4			
source=IP Lien Release 2013.12.05#page1.tif			
source=IP Lien Release 2013.12.05#page2.tif			
source=IP Lien Release 2013.12.05#page3.tif			
source=IP Lien Release 2013.12.05#page4.tif			

OP \$65.00 3287934

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of December 5, 2013, by NEWSTAR FINANCIAL, INC., as administrative agent and collateral agent (in such capacity, the "Administrative Agent") and the secured party under the Supplemental Intellectual Property Security Agreement referred to below, in favor of NAYLOR, LLC, a Delaware limited liability company formerly known as "ZC Operations, LLC" (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Supplemental Intellectual Property Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor executed that certain Supplemental Intellectual Property Security Agreement, dated as of April 20, 2011 (the "Supplemental Intellectual Property Security Agreement"), pursuant to which the Grantor granted to the Administrative Agent a Lien on and security interest in, all of its right, title and interest in, to and under (a) each of its Marks referred to in Exhibit A hereto; (b) all goodwill of the business of the Grantor connected with the use of, or otherwise symbolized by, each of such Marks; and (c) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (i) infringement or dilution of any of such Marks, or (ii) injury to any goodwill associated with any of such Marks (the "Intellectual Property Collateral"); and

WHEREAS, the Supplemental Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4528, Frame 0990 on April 26, 2011; and

WHEREAS, the Administrative Agent acknowledges full payment and performance of the Obligations, and accordingly has agreed to release its Lien on and security interest in, to and under the Intellectual Property Collateral, and to reconvey any and all rights in the Intellectual Property Collateral granted pursuant to the Supplemental Intellectual Property Security Agreement to the Grantor.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent hereby releases all its rights in and to the Intellectual Property Collateral granted pursuant to the Supplemental Intellectual Property Security Agreement, and reconveys to the persons legally entitled thereto all of the Administrative Agent's right, title and interest in and to the Intellectual Property Collateral granted pursuant to the Supplemental Intellectual Property Security Agreement, all without warranty or representation of any kind.

The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representative to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement terminations with the applicable filing office in order to memorialize the release of the Lien on and security interest of the Administrative Agent in the Intellectual Property Collateral.

This Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed on the date first above written.

NEWSTAR FINANCIAL, INC.,
as Administrative Agent

By: 
Name: E. Scott Trefry
Title: Managing Director

EXHIBIT A

<u>Marks</u>	<u>Registration No.</u>	<u>Date</u>
NAYLOR [Word and Design]	3287934	09/04/07
NAYLOR [Block Letters]	3287935	09/04/07

{01752810; 1; 5120-5 }