

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
Prospect Capital Corporation		12/18/2013	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	ZC HOLDINGS, LLC		
Street Address:	1209 ORANGE ST		
Internal Address:	CORPORATION TRUST CENTER		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Naylor, LLC		
Street Address:	5950 NW 1st Place		
City:	Gainesville		
State/Country:	FLORIDA		
Postal Code:	32607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	THE CONVENTION MANAGEMENT GROUP, LLC		
Street Address:	10474 Armstrong Street		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22030		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
Name:	NAYLOR (CANADA), INC.		
Street Address:	1630 Ness Avenue		
Internal Address:	Suite 300		
City:	Winnipeg, MB		

State/Country:	CANADA
Postal Code:	R3J 3X1
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78809378	NAYLOR
Serial Number:	78809373	NAYLOR

CORRESPONDENCE DATA

Fax Number: 2027995144
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2027994000
Email: gregory.esau@dlapiper.com
Correspondent Name: Gregory Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	PROSPECT CAPITAL
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Gregory Esau
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Signature:	/Gregory Esau/
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Date:	12/19/2013
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Total Attachments: 3
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**TERMINATION AND RELEASE
OF SECURITY INTEREST**

TERMINATION AND RELEASE OF SECURITY INTEREST ("Release"), dated as of December 18, 2013 by **PROSPECT CAPITAL CORPORATION**, a corporation of Maryland (the "Lender") in favor of **ZC HOLDINGS, LLC**, a limited liability company of Delaware, **NAYLOR, LLC**, a limited liability company of Delaware, **THE CONVENTION MANAGEMENT GROUP, LLC**, a limited liability company of Virginia, **NAYLOR (CANADA), INC.**, a corporation of Delaware (the "Company").

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement (the "Agreement"), dated as of June 7, 2012 by and between the Company and the Lender, the Company granted to the Lender a security interest in and to all of the right, title and interest of the Company in and to the trademarks listed on Schedule A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

WHEREAS, the Lender wishes to terminate and release its security interest in and to all of the right, title and interest of the Company in and to the Collateral, including the Trademarks identified on Schedule A attached hereto; and

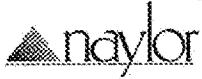

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on June 8, 2012 at Reel: 4797; Frame: 0972.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby terminates, releases and discharges fully its security interest in and to all of the right, title and interest of the Company in and to the Collateral, including the Trademarks identified on Schedule A attached hereto, and reassigns and transfers to the Company all right, title and interest that the Lender may have in the Collateral, and terminates the Agreement. The Lender hereby authorizes the Company, or the Company's authorized representative, to record this Release with the United States Patent and Trademark Office.

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SCHEDULE A
to
**TERMINATION AND RELEASE
OF SECURITY INTEREST**

U.S. TRADEMARK REGISTRATIONS

Record	Trademark	Registration Date	Ser./Reg. No.	Owner
US Federal	NAYLOR	September 4, 2007	SN:78-809378 RN: 3,287,935	Naylor, LLC (Delaware Limited Liability Company) 5950 N.W. 1st Place Gainesville, Florida 32607
US Federal	NAYLOR and Design 	September 4, 2007	SN:78-809373 RN: 3,287,934	Naylor, LLC (Delaware Limited Liability Company) 5950 N.W. 1st Place Gainesville, Florida 32607
Canada	NAYLOR	January 22, 2008	AN: 1289076-00 RN: TMA705229	NAYLOR, LLC 5950 N.W. 1st Place Gainesville, FL 32607 UNITED STATES
Canada	NAYLOR TRIANGLE DESIGN  Disclaimer: The right to the exclusive use of the word NAYLOR is disclaimed apart from the trade-mark.	September 19, 2007	AN: 1289079-00 RN: TMA696819	NAYLOR, LLC 5950 N.W. 1st Place Gainesville, FL 32607 UNITED STATES

IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date first set forth above.

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By:  _____

Name:

Title: