## 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	
AloStar Bank of Commerce		01/30/2014	banking institution: ALABAMA	

### **RECEIVING PARTY DATA**

Name:	Davaco, Inc.
Street Address:	6688 N. Central Parkway
Internal Address:	Suite 100
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	CORPORATION: TEXAS

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2868524	DAVACO
Registration Number:	2786113	DAVACO
Registration Number:	2786112	DAVACO
Registration Number:	2868523	DAVACO
Registration Number:	2408556	FPI FIXTURE PERFECT INTERNATIONAL
Registration Number:	2205483	FIXTURE PERFECT
Serial Number:	77836993	CLEARTHREAD

### **CORRESPONDENCE DATA**

**Fax Number**: 6785337787

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 404-420-4316 Email: sls@phrd.com

Correspondent Name: Steve Schaaf, Paralegal

TRADEMARK REEL: 005216 FRAME: 0577 7868597

CH \$190,00

Address Line 1: Parker, Hudson, Rainer & Dobbs LLP  Address Line 2: 285 Peachtree Center Ave, NE, Suite 1500  Address Line 4: Atlanta, GEORGIA 30303			
ATTORNEY DOCKET NUMBER:	5146.12 - BAN/SLS		
NAME OF SUBMITTER:	Bobbi Acord Noland		
Signature:	/BAN/		
Date:	02/10/2014		
Total Attachments: 3 source=Trademark Release - Davaco#page1.tif source=Trademark Release - Davaco#page2.tif source=Trademark Release - Davaco#page3.tif			

TRADEMARK
REEL: 005216 FRAME: 0578

### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of January 30, 2014, from ALOSTAR BANK OF COMMERCE, a state banking institution incorporated or otherwise organized under the laws of the State of Alabama (together with its successors and assigns, "Lender"), to DAVACO, INC., a Texas corporation ("Grantor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated January 30, 2012 between Lender and Grantor, recorded on February 7, 2012 at Reel No. 4712, Frame 0378 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), Grantor, by reference to the Loan Agreement (as defined therein), reaffirmed its intent to grant a security interest to Lender specifically in certain trademarks and their respective registrations and applications for registration, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds and other rights are collectively called the "Trademarks"); and

WHEREAS, Lender now desires to terminate and release the entirety of its security interest in the Trademarks:

FOR VALUE RECEIVED, including the satisfaction of all obligations, indebtedness and liabilities secured by Trademarks pursuant to the Trademark Security Agreement and the Loan Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Lender does hereby terminate, release and discharge its security interest in, and sell, assign, transfer and convey to without any representation or warranty by, or recourse to, Grantor, all right, title and interest of Lender in and to the Trademarks listed on Schedule A attached hereto, arising under the Trademark Security Agreement, and any right, title or interest of Lender in such Trademarks shall hereby cease and become void.

This Termination and Release is intended to operate as a release of all liens and security interests conveyed by Grantor to Lender pursuant to the terms of the Trademark Security Agreement and to reassign to Assignees all of Assignor's right, title, and interest acquired pursuant to the terms of the Trademark Security Agreement.

Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

[Remainder of page intentionally left blank; signatures appear on following page.]

2677328\_1

TRADEMARK
REEL: 005216 FRAME: 0579

IN WITNESS WHEREOF, Lender has caused this Termination and Release to be signed by its duly authorized officer on January <u>30</u>, 2014.

LENDER:

ALOSTAR BANK OF COMMERCE

By: Anne: Susan Hall

Title: Managing Director

## SCHEDULE A

# to Release of Security Interest in Trademarks by Alostar Bank of Commerce

# REGISTERED TRADEMARKS

Trademark	<u>Jurisdiction</u>	Serial Number	Registration Number
CLEARTHREAD	United States	77836993	
DAVACO	United States	76479235	2868524
DAVACO	United States	76479234	2786113
DAVACO	United States	76479233	2786112
DAVACO	United States	76479229	2868523
FPI FIXTURE PERFECT INTERNATIONAL	United States	75864546	2408556
FIXTURE PERFECT	United States	75357936	2205483

TRADEMARK REEL: 005216 FRAME: 0581

**RECORDED: 02/14/2014**