## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release and Reassignment

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maranon Capital, L.P., as Agent		102/19/2014	LIMITED PARTNERSHIP: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Venio LLC	
Street Address:	1001 Avenue of the Americas	
Internal Address:	14th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10018	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1940696	KEANE TRACERS INC.
Serial Number:	85061693	KEANE
Registration Number:	3047769	BEYOND COMPLIANCE
Registration Number:	2857034	KEANE
Registration Number:	2841159	KEANE
Registration Number:	1635089	KEANE TRACERS
Registration Number:	3448703	KEANOTES
Registration Number:	2841162	THE KEANE CONTINUUM

## **CORRESPONDENCE DATA**

**Fax Number**: 3026365454

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

via US Mail.

Phone: 800-927-9801 x 62348

TRADEMARK REEL: 005222 FRAME: 0409 19/10/696

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Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	022298-5 (1)
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/24/2014

## Total Attachments: 4

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of February 19, 2014, by Maranon Capital, L.P., a Delaware limited partnership, as administrative agent ("Agent").

### WITNESSETH:

WHEREAS, Agent and Venio LLC, a Delaware limited liability company ("Grantor"), were parties to that certain Trademark Security Agreement dated as of December 14, 2010 (the "Assignment"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "Trademarks") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the United States Patent and Trademark Office on December 20, 2010, at Reel 004436 Frame 0756; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Agent hereby releases and discharges fully its security interest in and lien on all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"):
  - (i) each Trademark, Trademark registration and Trademark application to which it is a party, including those referred to on <u>Schedule 1</u> attached hereto and each Trademark license;
    - (ii) all reissues, continuations or extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and
  - (iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

TRADEMARK
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- 2. Agent hereby releases its security interest in and lien on the Trademark Collateral.
- 3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MARANON CAPITAL, L.P., as Agent

By:
Name: Robert E. Kircher, III Managing Director

Trademark Release and Reassignment.

**TRADEMARK REEL: 005222 FRAME: 0413** 

# SCHEDULE 1

## **TRADEMARKS**

Title	Application/Registration Number
KEANE TRACKERS INC.	1940696
KEANE	85061693
BEYOND COMPLIANCE	3047769
KEANE	2857034
KEANE	2841159
KEANE TRACERS	1635089
KEANOTES.	3448703
THE KEANE CONTINUUM	2841162

Trademark Release and Reassignment

RECORDED: 02/24/2014

TRADEMARK REEL: 005222 FRAME: 0414