

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
GENERAL ELECTRIC CAPITAL CORPORATION		02/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SMG		
Street Address:	300 Conshohocken State Road		
Internal Address:	Suite 770		
City:	West Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	PARTNERSHIP: PENNSYLVANIA		
Composed Of:	<ul style="list-style-type: none"> SMG Holdings I, LLC, DELAWARE, LIMITED LIABILITY COMPANY SMG Holdings II, LLC, DELAWARE, LIMITED LIABILITY COMPANY 		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2024896	SMG	
Registration Number:	3032026	SMG	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	nbrowand@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	One Chase Manhattan Plaza		
Address Line 2:	Attn: Nathaniel T. Browand		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	28302.60700		

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TRADEMARK
 REEL: 005226 FRAME: 0758

NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	02/27/2014
Total Attachments: 3 source=SMG - IP Security Release#page1.tif source=SMG - IP Security Release#page2.tif source=SMG - IP Security Release#page3.tif	

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY** (this “**Release**”), dated as of February 27, 2014, is made by GENERAL ELECTRIC CAPITAL CORPORATION (together with its successors and assigns and in such capacity, the “**Agent**”), in favor of the Grantor (as defined below). Capitalized terms not otherwise defined herein shall have the meanings given to them in the First Lien IP Security Agreement or Second Lien IP Security Agreement (as each defined below).

WHEREAS, SMG, a Pennsylvania partnership (the “**Grantor**”), and the Agent entered into that certain Short Form First Lien Intellectual Property Security Agreement, dated as of June 7, 2012 (as amended, restated, supplemented or otherwise modified from time to time) (the “**First Lien IP Security Agreement**”), in which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (including, without limitation, each trademark registration and trademark application listed on Schedule A attached hereto);

WHEREAS, the Grantor and the Agent entered into that certain Short Form Second Lien Intellectual Property Security Agreement, dated as of June 7, 2012 (as amended, restated, supplemented or otherwise modified from time to time) (the “**Second Lien IP Security Agreement**”), in which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (including, without limitation, each trademark registration and trademark application listed on Schedule A attached hereto); and

WHEREAS, the First Lien IP Security Agreement was recorded in the U.S. Patent and Trademark Office on June 7, 2012 at Reel/Frame No. 4797/0781 and the Second Lien IP Security Agreement was recorded in the U.S. Patent and Trademark Office on June 7, 2012 at Reel/Frame No. 4797/0796.

NOW, THEREFORE, the Agent hereby releases, terminates and discharges all of its security interests in the Trademark Collateral and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Trademark Collateral to the Grantor.

The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to its conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____

Authorized Signatory

SCHEDULE A

Trademark Registrations and Applications

Owner	Trademark	Application Number	Registration Number
SMG	SMG	74635836	2024896
SMG	SMG Design	78505448	3032026