# CH \$115.00 1087

ETAS ID: TM299218

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE:** 

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Victory Park Management, LLC		03/24/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Friendly Advanced Software Technology
Street Address:	5 W 37th Street
Internal Address:	#5
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1087452	CAREER BLAZERS
Registration Number:	1810189	CAREER BLAZERS
Registration Number:	1984631	
Registration Number:	1531181	EXCELLENCE AT WORK

### CORRESPONDENCE DATA

**Fax Number:** 3128622200

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

US Mail.

**Phone:** 3128622000

**Email:** rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	23116-25
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	03/26/2014

# **Total Attachments: 3**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of March 24, 2014 ("Effective Date") by VICTORY PARK MANAGEMENT, LLC (the "Collateral Agent") in favor of FRIENDLY ADVANCED SOFTWARE TECHNOLOGY, INC. ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement (as defined below).

**WHEREAS,** Grantor and the Collateral Agent entered into that certain Security Agreement dated March 31, 2006 (as amended, restated or otherwise modified from time to time, the "Security Agreement") which required the parties to enter into the Trademark Security Agreement (defined below);

WHEREAS, Grantor and Collateral Agent entered into that certain Assignment for Security dated September 22, 2009 (the "Trademark Security Agreement"), to record the continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2009, at Reel 004090, Frame 0184; and

**WHEREAS**, Grantor requests a specific release of the security interest granted and recorded against the Collateral.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby, on behalf of itself and the Buyers, terminates the Trademark Security Agreement and releases and re-assigns to Grantor any and all liens, security interests, right, title and interest it may have in, to and under the Collateral, together with the goodwill of the business symbolized thereby.

This Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed, on behalf of itself and the Buyers, by its duly authorized representative effective as of the Effective Date.

VICTORY PARK-MANAGEMENT, LLC

Name: Scott Zemnick

Title: Authorized Signatory

# Schedule 1

Mark	Application No.	Registration No.
CAREER BLAZERS	73119967	1,087,452
CAREER BLAZERS	74284002	1,810,189
(design only)	74557468	1,984,631
EXCELLENCE AT WORK	73722555	1,531,181

**RECORDED: 03/26/2014**