# OP \$190.00 1030254

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM300712

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent and as Collateral Agent		04/02/2014	national banking association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Maritz, Inc.
Street Address:	1375 North Highway Drive
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63099
Entity Type:	CORPORATION: MISSOURI

### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1030254	QUALITY CONTROLLED SERVICES
Registration Number:	1462193	INSTA-BID
Registration Number:	1455702	INSTA-DATA
Registration Number:	1503222	Q
Registration Number:	2185277	QUIKCALL SYSTEM
Registration Number:	2568344	DELVE
Registration Number:	2570429	D DELVE

### **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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

US Mail.

**Phone:** 919 286-8000

**Email:** PTO TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF CUPMITTED. John E. Cloughtor	ATTORNEY DOCKET NUMBER:	017625-4749
TRADEMARK	NAME OF SUBMITTER:	

900285519 REEL: 005255 FRAME: 0478

SIGNATURE:	/John E. Slaughter/	
<b>DATE SIGNED:</b> 04/08/2014		
Total Attachments: 3		
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TRADEMARK REEL: 005255 FRAME: 0479

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 2, 2014 ("Release"), is made by Bank of America, N.A. as Administrative Agent, and as Collateral Agent (the "Agent") in favor of Maritz, Inc., a Missouri corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of March 6, 2002 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "2002 Security Agreement") and Trademark Security Agreement Addendum to Security Agreement dated as of March 6, 2002 (the "Addendum"), each by and among the Grantor and the Agent, Grantor granted to the Agent a Security Interest in Grantor's entire right, title and interest in and to the Trademark Collateral;

**WHEREAS**, the Addendum was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on March 15, 2002 at Reel 2460 Frame 0923;

WHEREAS, pursuant to that certain Security Agreement dated as of April 25, 2003 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "2003 Security Agreement") by and among the Grantor and other Obligors party thereto and the Agent, Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in any and all right, title and interest of Grantor in and to Grantor's Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively with Trademark Collateral, the "Secured Trademark Collateral");

WHEREAS, pursuant to the 2003 Security Agreement, Grantor executed and delivered to Agent, for the ratable benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of April 25, 2003 (the "Notice"); and

WHEREAS, the Notice was recorded at the USPTO on June 18, 2003 at Reel 2670 Frame 0168.

- NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of itself and the Lenders, and Grantor (the "parties") agree as follows:
- **SECTION 1.** <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the 2002 Security Agreement, Addendum, 2003 Security Agreement, or Notice.
- **SECTION 2.** <u>Termination and Release</u>. Agent, on behalf of itself and the Lenders, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Secured Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the 2002 Security Agreement, Addendum, 2003 Security Agreement, or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3.** <u>Acknowledgement.</u> The release of security interest granted herein expressly does not include a release of the security interest granted in the Secured Trademark Collateral not listed on Schedule A.

TRH\84310v2 TRH\875612v1 IN WITNESS WHEREOF, the Agent, on behalf of itself and the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Bank of America, N.A., as Administrative Agent and as

Collateral Agent

By:\_\_\_\_\_ Name:\_\_

Title:\_

le: V175 1985)

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### Schedule A

### U.S. Trademarks

## Registered Marks

Mark	Reg. No.	Reg. Date
QUALITY CONTROLLED SERVICES	1030254	01/13/76
INSTA-BID	1462193	10/20/87
INSTA-DATA	1455702	09/01/87
Q and Design	1503222	09/06/88
QUIKCALL SYSTEM	2185277	09/01/98
DELVE	2568344	05/07/02
D DELVE and Design	2570429	05/14/02

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RECORDED: 04/08/2014