# CH \$40.00 297676

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM301505

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/14/2014	National Association:

#### **RECEIVING PARTY DATA**

Name:	Guthy-Renker LLC
Street Address:	41550 Eclectic Street
Internal Address:	Suite 200
City:	Palm Desert
State/Country:	CALIFORNIA
Postal Code:	92260
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2976766	REVENUE FRONTIER

#### CORRESPONDENCE DATA

**Fax Number:** 3102299901

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

US Mail.

**Phone:** 310-229-9900

**Email:** ipdocketingla@venable.com

**Correspondent Name:** Deborah A. Feinblum **Address Line 1:** 2049 Century Park East

Address Line 2: Suite 2100

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Deborah A. Feinblum
SIGNATURE:	/Deborah A. Feinblum/
DATE SIGNED:	04/15/2014

## **Total Attachments: 3**

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> TRADEMARK REEL: 005260 FRAME: 0911

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 15, 2014 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent (the "<u>Administrative Agent</u>") in favor of Guthy-Renker LLC, a Delaware limited liability company (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 3, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of June 3, 2011 ("Notice"); and

**WHEREAS,** the Notice was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on June 7, 2011 at Reel 4555 Frame 0542.

**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, Administrative Agent, on behalf of 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 Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of 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 Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice;
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense; and
- (c) authorizes and requests the Commissioner of Patents and Trademarks of the USPTO to note and record the existence of the release hereby given, 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 Trademarks, Trademark Licenses, and Proceeds of the foregoing not listed on Schedule A.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of 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.

Administrative Agent:

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

Name: Brende Schriner

Title: Vice President

### Schedule A

### U.S. Trademark

# **Registered Mark**

Mark	Reg. No.	Reg. Date
REVENUE FRONTIER	2976766	07/26/05

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**RECORDED: 04/15/2014** 

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