

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gibraltar Business Capital, LLC		11/01/2013	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PromoWorks, L.L.C.		
<b>Street Address:</b>	300 N. Martingale Road		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3561980	HEALTHTRENDS	
<b>Registration Number:</b>	3497044	HEALTH TRENDS SAMPLING NETWORK	
<b>Registration Number:</b>	3428614	MICONEXXION	
<b>Registration Number:</b>	3450954	PRODEMOWORKS	
<b>Registration Number:</b>	3060258	PROMOCHEF	
<b>Registration Number:</b>	3382950	PROMODEMO	
<b>Registration Number:</b>	3337566	PROMOLEARNINGCENTER	
<b>Registration Number:</b>	2982060	PROMOPULL	
<b>Registration Number:</b>	3129628	PROMOREPORTS	
<b>Registration Number:</b>	2733675	PROMOWORKS	
<b>Registration Number:</b>	3422720	PROMOWORKS	
<b>Registration Number:</b>	3506508	SAMPLEONE	
<b>Registration Number:</b>	3588199	SAMPLESAFE	
<b>Registration Number:</b>	3561979	STREETSTOPS	
<b>Serial Number:</b>	86018554	PROMOWORKS RETAIL MEDIA	
<b>Serial Number:</b>	85408627	CONVERTING SHOPPERS TO BUYERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		

OP \$415.00 3561980

TRADEMARK

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

**Phone:** 214-651-5262  
**Email:** ipdocketing@haynesboone.com  
**Correspondent Name:** Lisa Normand Congleton  
**Address Line 1:** 2323 Victory Ave., Ste. 700  
**Address Line 4:** Dallas, TEXAS 75219

<b>ATTORNEY DOCKET NUMBER:</b>	0026961.00008
<b>NAME OF SUBMITTER:</b>	Lisa Normand Congleton
<b>SIGNATURE:</b>	/Lisa Normand Congleton/
<b>DATE SIGNED:</b>	04/24/2014

**Total Attachments: 5**

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source=Payoff Letter 2213134\_1#page5.tif



November 1, 2013

## PAYOFF AGREEMENT

This Payoff Agreement (“Agreement”) is made and entered into between Gibraltar Business Capital, LLC (“Gibraltar”) and PromoWorks, L.L.C., Retail Promotion Management LLC, Star Chambers Enterprises LLC, Star Chambers Enterprises, Inc. and Servcorp LLC (individually and collectively “Client”).

WHEREAS, Gibraltar and Client are party to that certain Loan and Security Agreement, dated April 9, 2013 (the “Loan Agreement”); and

WHEREAS, Gibraltar and Client wish to terminate the obligations under the Loan Agreement.

Gibraltar and Client hereby agree as follows:

1. Termination; Payoff; Lien Release. Lender’s obligation to make revolving loans to Client is hereby terminated. Upon receipt via wire transfer of immediately available funds to Gibraltar in the aggregate amount of \$3,167,000.94 (the “Payoff Amount”), all of the indebtedness and obligations owing from Client to Gibraltar (the “Gibraltar Obligations”) shall be terminated and satisfied in full and all liens and security interests securing the Gibraltar Obligations shall be deemed fully released and discharged.

The Payoff Amount shall be sent by wire transfer in accordance with the following instructions:

Gibraltar Business Capital, LLC  
Wells Fargo Bank NA  
ABA# 121000248  
ACCT: 4122095029

2. UCC Termination Statements. Upon receipt by Gibraltar of the Payoff Amount, by wire transfer as set forth above, and a counterpart of this Agreement executed by Client, Gibraltar shall promptly file UCC Termination Statements to terminate all UCC Financing Statements in Gibraltar’s favor with respect to the Gibraltar Obligations, and Gibraltar agrees to sign and deliver to Lender such documents and take such other actions as Lender shall reasonably request to terminate all of Gibraltar’s liens and security interests in all assets of Client or held for the account of Client. Upon receipt by Gibraltar of the Payoff Amount, Client shall be authorized to file terminations of the UCC financing statements in Gibraltar’s favor with respect to the Gibraltar Obligations.

3. Tender of Collections to Lender. All payments received by Gibraltar on behalf of Client, after receipt of the Payoff Amount, shall be forwarded to Client within five (5) business days after receipt of the same.

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4. Reimbursement to Gibraltar. Client shall reimburse Gibraltar for all payments received by Gibraltar on behalf of Client if the instrument constituting such payment is returned for nonpayment or for any other reason, after receipt of the Payoff Amount. Client agrees, with respect to all payments forwarded to Client pursuant to Section 3 hereof which are returned for nonpayment or for any other reason, to repay Gibraltar the amount of any check or other payment instrument, upon demand, if the instrument constituting such payment is returned.

5. Indemnification; Authorization of Payment. Client agrees to indemnify and hold Gibraltar harmless for all payments and all reasonable out-of-pocket costs, expenses, claims, and damages incurred in performance by Gibraltar of its respective obligations under this Agreement. By signing this Agreement, Client acknowledges the Payoff Amount referred to herein is due and owing to Gibraltar and confirms its agreement to the terms and provisions of this Agreement.

6. General Release. Client, their successors and assigns do each hereby fully, finally, and forever release and waive any and all claims, demands, actions, causes of action, damages, claims, debts, demands, liabilities, obligations, costs, expenses, and other rights of any nature whatsoever, whether known or unknown, presently existing or arising in the future, in law or in equity, against Gibraltar, as well as the successors, officers, predecessors, assigns, agents, employees, attorneys, and representatives of Gibraltar, arising out of or in any way relating to the agreements evidencing or in any manner related to the Gibraltar Obligations, the administration of the financing provided under any and all such agreements, and/or the actions taken by Gibraltar in any way connected with the foregoing.

7. Intentionally Omitted.

8. Notices to Parties. All notices to the parties shall be in writing and sent by first class United States mail, postage prepaid, or by reputable messenger service, or by hand delivery to the following addresses:

If to Gibraltar:  
Gibraltar Business Capital, LLC  
400 Skokie Blvd, Suite 375  
Northbrook, IL 60062  
Attention: Scott Winicour, COO

If to Client:  
PromoWorks, L.L.C.  
300 North Martingale  
Schaumburg, IL 60173  
Attention: Marcus Bradshaw, CFO

9. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Warranty of Signing Representative. The representative signing this Agreement on behalf of Gibraltar and Client each represents and warrants that he or she has been duly

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authorized by his or her respective board of directors, managers and/or members, or partners to execute and deliver this Agreement and that upon execution and delivery hereof by all parties hereto, this Agreement will be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

11. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and assigns of all parties hereto.

12. Counterpart Execution. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law principles.

14. Jury Waiver. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

15. Integrated Agreement and Subsequent Amendment. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and may not be altered or amended except by written agreement signed by Gibraltar and Client. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are rescinded.

16. Expiration. This Agreement shall expire, terminate and have no force or effect if the Payoff Amount and a counterpart of this Agreement, signed by Client, is not received by Gibraltar by 5:00 pm Chicago time on November 1, 2013.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Client and Gibraltar have executed this Payoff Agreement as of the date first above written.

Gibraltar Business Capital, LLC

By: \_\_\_\_\_  
Name: Scott Winicour  
Title: Chief Operating Officer

Client:

PromoWorks, L.L.C.

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

Retail Promotion Management LLC

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

Star Chambers Enterprises LLC

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

The Star Chambers Enterprises, Inc.

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

Servcorp LLC

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



IN WITNESS WHEREOF, the Client and Gibraltar have executed this Payoff Agreement as of the date first above written.

Gibraltar Business Capital, LLC

By: \_\_\_\_\_  
Name: Scott Winicour  
Title: Chief Operating Officer

Client:

PromoWorks, L.L.C.

By: Peter Tarnapou  
Name: PETER TARNAPOU  
Title: PRESIDENT & CEO

Retail Promotion Management LLC

By: Peter Tarnapou  
Name: PETER TARNAPOU  
Title: PRESIDENT & CEO

Star Chambers Enterprises LLC

By: Peter Tarnapou  
Name: PETER TARNAPOU  
Title: PRESIDENT & CEO

The Star Chambers Enterprises, Inc.

By: Peter Tarnapou  
Name: PETER TARNAPOU  
Title: PRESIDENT & CEO

Servcorp LLC

By: Peter Tarnapou  
Name: PETER TARNAPOU  
Title: PRESIDENT & CEO

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