

**TRADEMARK ASSIGNMENT COVER SHEET**

05/22/2014

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM302876



103667680

**SUBMISSION TYPE:**

**NATURE OF CONVEYANCE:**

RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ERMC Property Management Company of Illinois, LLC		03/07/2014	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	ERMC Property Management Company of Illinois, LLC
<b>Street Address:</b>	6148 Lee Highway
<b>Internal Address:</b>	One Park Place, Suite 300
<b>City:</b>	Chattanooga
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37421
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1844887	U.S. CAVALRY

**CORRESPONDENCE DATA**

**Fax Number:** 4232665499  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 423-266-5500  
**Email:** pto-chat@husch.com  
**Correspondent Name:** John K. Culpepper  
**Address Line 1:** 736 Georgia Avenue  
**Address Line 2:** Suite 300  
**Address Line 4:** Chattanooga, TENNESSEE 37402

**ATTORNEY DOCKET NUMBER:**

422043.149

**NAME OF SUBMITTER:**

John K. Culpepper

**SIGNATURE:**

/John K. Culpepper/

**DATE SIGNED:**

04/29/2014

**Total Attachments: 12**

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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE is made as of the 7th day of March, 2014, by ERM Property Management Company of Illinois, LLC, an Illinois limited liability company ("ERM"), in favor of ERM Property Management Company of Illinois, LLC, an Illinois limited liability company ("Trademark Owner").

Recitals

1. Pursuant to that certain Patent and Trademark Security Agreement dated as of November 29, 2006 ("Security Agreement"), between U.S. Cavalry Store, Inc., a Delaware corporation (the "Debtor"), and Wells Fargo Bank, National Association (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, which was recorded in the United States Patent and Trademark Office ("USPTO") on December 22, 2006, at Reel 003450, Frame 0114, Debtor granted Secured Party a security interest in, among other things, the mark U.S. Cavalry, registered in the USPTO on July 12, 1994, and assigned Registration No. 1844887, as more particularly described on Schedule A attached hereto and made a part hereof (the "Registered Mark"), to secure payment of the Indebtedness (as defined in that certain Credit and Security Agreement dated as of October 27, 2006 (the "Credit Agreement") among Cavalry Security Group, LLC, Debtor and Secured Party) (the "Indebtedness").

2. In Section 1 of that certain Assignment Agreement dated as of April 18, 2013 (the "Assignment"), between Secured Party and ERM, a copy of said Section 1 being attached hereto and made a part hereof as Exhibit A. Secured Party assigned to ERM, among other things, all of Secured Party's right, title and interest in and to the Indebtedness, the Loan Documents (as defined in the Credit Agreement), which includes the Security Agreement (see definitions of "Loan Documents", "Security Documents" and "Trademark Security Agreement" contained in the attached excerpts from Article I of the Credit Agreement,

captioned "DEFINITIONS", which is attached hereto and made a part hereof as Exhibit B), and the Collateral (as defined in the Credit Agreement), which includes the Registered Mark (see definitions of the terms "Collateral" and "Lien" in said Exhibit B).

3. Pursuant to that certain Asset Purchase Agreement dated as of June 28, 2013 (the "Asset Purchase Agreement"), between Debtor, as Seller, and ERMCO, as Purchaser, ERMCO acquired certain assets of Debtor, including, but not limited to Debtor's entire interest in the Registered Mark and all associated goodwill (the "Assets"). The assignment of the Registered Mark and associated goodwill is evidenced by that certain Trademark Assignment Agreement dated as of July 23, 2013, between Debtor and ERMCO, which was recorded in the USPTO on August 2, 2013, at Reel 005084, Frame 0427.

4. As partial consideration for the Assets, ERMCO canceled the Indebtedness.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, ERMCO hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title and interest in and to any and all liens and security interests it may have in the Registered Mark and any associated goodwill in favor of Trademark Owner.

This Release shall be binding upon ERMCO's legal representatives, assigns and successors.

ERMCO:

ERMCO PROPERTY MANAGEMENT COMPANY  
OF ILLINOIS, LLC

By: Stephane Hall  
Name: Stephane Hall  
Title: VP - Legal

SCHEDULE A

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
United States	U.S. CAVALRY	74404424	06/22/1993	1844887	07/12/1994

KCP-4342795-3

**TRADEMARK**  
**REEL: 005291 FRAME: 0606**

EXHIBIT A

Section 1 of Assignment Agreement

See attached.

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of April 18, 2013, by and between Wells Fargo Bank, National Association ("Wells Fargo"), and ERMIC Property Management Company of Illinois, LLC ("ERMIC"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Credit Agreement as hereinafter defined.

RECITALS:

Pursuant to a certain Credit and Security Agreement dated as of October 27, 2006 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Cavalry Security Group, LLC, a Delaware limited liability company ("CSG"), and U.S. Cavalry Store, Inc., a Delaware corporation ("USC") (collectively and individually, the "Borrowers"), Wells Fargo has agreed to make certain Advances to Borrowers.

USC filed for bankruptcy protection in the United States Bankruptcy Court, Western District of Kentucky (the "Bankruptcy Court"), on March 28, 2013, case number 13-31315 (the "USC Case").

CSG filed for bankruptcy protection in the Bankruptcy Court on March 28, 2013, case number 13-31316 (the "CSG Case"). The USC Case and the CSG Case are collectively referred to as the "Cases".

Pursuant to that certain Agreed Order Granting Debtor-in-Possession Authorization to Use Cash Collateral and Providing for Adequate Protection (the "Interim Cash Collateral Order") dated April 9, 2013 and entered by the Bankruptcy Court in connection with the USC Case, Wells Fargo is required to make funds available to the Borrowers for the Borrowers' use until April 23, 2013.

Wells Fargo desires to assign to ERMIC its interest in the Indebtedness, the Loan Documents and the Collateral and to delegate to ERMIC duties and obligations with respect to the Indebtedness, the Loan Documents and Collateral.

ERMIC desires to become the Lender under the Credit Agreement and other Loan Documents and to accept such assignment and delegation from Wells Fargo.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, Wells Fargo and ERMIC agree as follows:

1. ASSIGNMENT, DELEGATION, AND ACCEPTANCE; CERTAIN DEFINED TERMS.

1.1 Assignment. Wells Fargo hereby transfers and assigns to ERMIC, without recourse and without representations or warranties of any kind (except as set forth in Section 3.2 below), the Transferred Rights.

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1.2 Delegation. Wells Fargo hereby irrevocably assigns and delegates to ERMIC all of Wells Fargo's duties and obligations as the Lender under the Loan Documents.

1.3 Acceptance by ERMIC. By its execution of this Agreement, ERMIC irrevocably purchases, assumes and accepts such assignment and delegation and agrees to be the Lender and to be bound by the terms and conditions of the Loan Documents. By its execution of this Agreement, Wells Fargo agrees, to the extent provided herein, to relinquish its rights and be released from its obligations and duties under the Credit Agreement.

1.4 Effective Date. Such assignment and delegation by Wells Fargo and acceptance by ERMIC will be effective and ERMIC will become the Lender under the Loan Documents as of the date of this Agreement and upon payment of the Purchase Price (as such term is defined below) ("Effective Date"). Interest and fees accrued prior to the Effective Date are for the account of Wells Fargo, and interest and fees accrued from and after the Effective Date are for the account of ERMIC.

1.5 Certain Defined Terms. For purposes of this Agreement:

(a) The term "Transferred Rights" shall mean all of Wells Fargo's right, title, and interest in the indebtedness, Loan Documents and Collateral, excluding, however, the Retained Interest.

(b) The term "Retained Interest" means the right of Wells Fargo to receive the following to the extent relating to facts, events or circumstances arising or occurring prior to the Effective Date:

(i) payments or distributions, whether received by setoff or otherwise, of cash or other proceeds for interest and/or fees that have accrued prior to the Effective Date; and

(ii) amounts authorized and/or ordered to be paid by the Bankruptcy Court as adequate protection or administrative claims pursuant to any order of the Bankruptcy Court authorizing or ordering Borrowers to make such payments to the lender under the Loan Documents, including the Interim Cash Collateral Order.

2. PURCHASE PRICE. ERMIC will pay to Wells Fargo, in immediately available funds, not later than 12:00 noon (New York time) on the Effective Date, the Purchase Price described in the "Purchase Price Letter" of even date herewith (the "Purchase Price").

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

3.1 ERMIC's Representations, Warranties and Covenants. ERMIC hereby represents, warrants, and covenants the following to Wells Fargo:

(a) This Agreement is a legal, valid, and binding agreement of ERMIC, enforceable according to its terms;



**EXHIBIT B**

**Excerpts from Article I of Credit and Security Agreement**

See attached.

CREDIT AND SECURITY AGREEMENT

Dated as of October 27, 2006

CAVALRY SECURITY GROUP, LLC, a Delaware limited liability company ("CSG"), U.S. CAVALRY STORE, INC., a Delaware corporation ("USC") (CSG and USC, each a "Borrower" and collectively, the "Borrowers") and WELLS FARGO BANK, NATIONAL ASSOCIATION (as more fully defined in Article I herein, the "Lender") acting through its Wells Fargo Business Credit operating division (as more fully defined in Article I herein, the "Lender"), hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. **Definitions.** Except as otherwise expressly provided in this Agreement, the following terms shall have the meanings given them in this Section:

"Accounts" shall have the meaning given it under the UCC.

"Accounts Advance Rate" means up to eighty-five percent (85%), or such lesser rate as the Lender in its sole discretion exercised in a commercially reasonable manner may deem appropriate from time to time; provided that, as of any date of determination, the Accounts Advance Rate shall be reduced by one (1) percentage point for each percentage by which Dilution is in excess of five percent (5.0%).

"Advance" means a Revolving Advance.

"Affiliate" or "Affiliates" means any Person controlled by, controlling or under common control with any Borrower, including any Subsidiary of any Borrower. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Aggregate Face Amount" is defined in Section 2.7(c).

"Agreement" means this Credit and Security Agreement.

"Armorshield" means Armorshield Realty USA, LLC, a Delaware limited liability company.

"Availability" means, at the date of determination, the amount, if any, by which the Borrowing Base exceeds the sum of (i) the outstanding principal balance of the Revolving Note and (ii) the L/C Amount.

"Availability Reserve" means an amount equal to \$100,000.

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"Business Day" means a day on which the Federal Reserve Bank of New York is open for business and, if such day relates to a LIBOR Advance, a day on which dealings are carried on in the London interbank eurodollar market.

"Capital Expenditures" means for a period, any expenditure of money during such period for the purchase, lease or construction of assets (other than real estate), or for improvements or additions thereto (other than real estate), which are capitalized on the applicable Borrower's balance sheet.

"Change of Control" means the occurrence of any of the following events:

(a) Wayne I. Weisler shall cease to own and control all economic and voting rights associated with ownership of at least fifty one percent (51%) of all classes of ownership interests in CSG;

(b) CSG shall cease to own and control all economic and voting rights associated with ownership of one hundred percent (100%) of the ownership interests in USC; or

(c) Wayne I. Weisler, Dennis P. Gurvey or James W. Leonard shall cease to actively manage the Borrowers' day-to-day business activities.

"Collateral" means all of each Borrower's Accounts, chattel paper and electronic chattel paper, deposit accounts, documents, Equipment, General Intangibles, goods, instruments, Inventory, Investment Property, letter-of-credit rights, letters of credit, all sums on deposit in any Collateral Account, and any items in any Lockbox; together with (i) all substitutions and replacements for and products of any of the foregoing; (ii) in the case of all goods, all accessions; (iii) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any goods; (iv) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods; (v) all collateral subject to the Lien of any Security Document; (vi) any money, or other assets of any Borrower that now or hereafter come into the possession, custody, or control of the Lender; (vii) all sums on deposit in the Special Account; (viii) proceeds of any and all of the foregoing; (ix) books and records of the Borrower, including all mail or electronic mail addressed to any Borrower; and (x) all of the foregoing, whether now owned or existing or hereafter acquired or arising or in which any Borrower now has or hereafter acquires any rights.

"Collateral Account" means the "Lender Account" as defined in the Wholesale Lockbox and Collection Account Agreement.

"Commercial Letter of Credit Agreement" means an agreement governing the issuance of documentary letters of credit by the Lender entered into between any Borrower as applicant and the Lender as issuer.

"Commitment" means the Lender's commitment to make Advances to, and to issue Letters of Credit for the account of, any Borrower.

"Constituent Documents" means with respect to any Person, as applicable, such Person's certificate of incorporation, articles of incorporation, by-laws, certificate of formation, articles of

"Letter of Credit" is defined in Section 2.4(a).

"LIBOR" means the rate per annum (rounded upward, if necessary, to the nearest whole 1/8th of one (1%)) determined pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{Base LIBOR}}{100\% - \text{LIBOR Reserve Percentage}}$$

(i) "Base LIBOR" means the rate per annum for United States dollar deposits quoted by the Lender as the Inter-Bank Market Offered Rate, with the understanding that such rate is quoted by the Lender for the purpose of calculating effective rates of interest for loans making reference thereto, on the first day of a Interest Period for delivery of funds on said date for a period of time approximately equal to the number of days in such Interest Period and in an amount approximately equal to the principal amount to which such Interest Period applies. The Borrowers understand and agree that the Lender may base its quotation of the Inter-Bank Market Offered Rate upon such offers or other market indicators of the Inter-Bank Market as the Lender in its reasonable discretion deems appropriate including the rate offered for U.S. dollar deposits on the London Inter-Bank Market.

(ii) "LIBOR Reserve Percentage" means the reserve percentage prescribed by the Board of Governors of the Federal Reserve System (or any successor) for "Eurocurrency Liabilities" (as defined in Regulation D of the Federal Reserve Board, as amended), adjusted by the Lender in its reasonable discretion for expected changes in such reserve percentage during the applicable Interest Period.

"LIBOR Advance" means an Advance bearing interest at the LIBOR Advance Rate.

"LIBOR Advance Rate" means with respect to Revolving Advances evidenced by the Revolving Note, an annual interest rate equal to the sum of LIBOR plus two and one-half percent (2.50%).

"Licensed Intellectual Property" is defined in Section 5.11(c).

"Lien" means any security interest, mortgage, deed of trust, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device, including the interest of each lessor under any capitalized lease and the interest of any bondsman under any payment or performance bond, in, of or on any assets or properties of a Person, whether now owned or subsequently acquired and whether arising by agreement or operation of law.

"Loan Documents" means this Agreement, the Revolving Note, each Subordination Agreement, each L/C Application and the Security Documents, together with every other agreement, note, document, contract or instrument to which any Borrower now or in the future may be a party and which is required by the Lender.

"Lockbox" means "Lockbox" as defined in the Wholesale Lockbox and Collection Account Agreement.

"Material Adverse Effect" means any of the following:

"Patent and Trademark Security Agreement" means each Patent and Trademark Security Agreement now or hereafter executed by any Borrower in favor of the Lender.

"Pension Plan" means a pension plan (as defined in Section 3(2) of ERISA) maintained for employees of any Borrower or any ERISA Affiliate and covered by Title IV of ERISA.

"Permitted Lien" and "Permitted Liens" are defined in Section 6.3(a).

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Plan" means an employee benefit plan (as defined in Section 3(3) of ERISA) maintained for employees of any Borrower or any ERISA Affiliate.

"Premises" means all locations where any Borrower conducts its business or has any rights of possession, including the locations legally described in Exhibit C attached hereto.

"Prime Rate" means at any time the rate of interest most recently announced by the Lender at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of the Lender's base rates, and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto, and is evidenced by the recording thereof in such internal publication or publications as the Lender may designate. Each change in the rate of interest shall become effective on the date each Prime Rate change is announced by the Lender.

"Projections" means the projections delivered to the Lender pursuant to Section 6.1(d) for such fiscal period which are satisfactory to the Lender in all respects.

"Real Estate Affiliates" means collectively, CSG Realty and CSG Realty II.

"Reportable Event" means a reportable event (as defined in Section 4043 of ERISA), other than an event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the Pension Benefit Guaranty Corporation.

"Revolving Advance" is defined in Section 2.1.

"Revolving Note" means the Borrowers' revolving promissory note, payable to the order of the Lender in substantially the form of Exhibit A hereto, as same may be renewed and amended from time to time, and all replacements thereto.

"Security Documents" means this Agreement, the Wholesale Lockbox and Collection Account Agreement, the Patent and Trademark Security Agreement(s), the Trademark Security Agreement(s), and the Copyright Security Agreement(s), and any other document delivered to the Lender from time to time to secure the Indebtedness.

"Security Interest" is defined in Section 3.1.

"Special Account" means a specified cash collateral account maintained with Lender or another financial institution acceptable to the Lender in its reasonable discretion in connection with Letters of Credit, as contemplated by Section 2.5.

"Standby Letter of Credit Agreement" means an agreement governing the issuance of standby letters of credit by Lender entered into between any Borrower as applicant and Lender as issuer.

"Subordinated Creditor" means Fifth Third Bank and every other Person now or in the future who agrees to subordinate indebtedness of any Borrower or a Lien on any assets of any Borrower held by that Person to the payment of the indebtedness or the Lien of the Lender on any assets of any Borrower, as the case may be.

"Subordinated Debt" means any Debt that is subordinated to the payment in full of the indebtedness on terms and conditions satisfactory to the Lender.

"Subordination Agreement" means a subordination agreement executed by a Subordinated Creditor in favor of the Lender and acknowledged by the applicable Borrower.

"Subsidiary" means any Person of which more than fifty percent (50%) of the outstanding ownership interests having general voting power under ordinary circumstances to elect a majority of the board of directors or the equivalent of such Person, regardless of whether or not at the time ownership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency, is at the time directly or indirectly owned by any Borrower, by any Borrower and one or more other Subsidiaries, or by one or more other Subsidiaries.

"Tangible Net Worth" means, as of the date of determination, an amount equal to (a) the sum of Book Net Worth plus Subordinated Debt minus (b) the sum of (i) Accounts due from employees and Affiliates of such any Borrower, (ii) capitalized costs with respect to the closing of the transactions contemplated by this Agreement and (iii) the aggregate book value of all other intangible assets of the Borrowers on a consolidated basis.

"Termination Date" means the earliest of (i) the Maturity Date, (ii) the date the Borrowers terminate the Credit Facility, or (iii) the date the Lender demands payment of the indebtedness, following an Event of Default, pursuant to Section 7.2.

"Trademark Security Agreement" means each Trademark Security Agreement now or hereafter executed by any Borrower in favor of the Lender dated the same date as this Agreement.

"UCC" means the Uniform Commercial Code as in effect in the state designated in this Agreement as the state whose laws shall govern this Agreement, or in any other state whose laws are held to govern this Agreement or any portion of this Agreement.

"Unused Amount" is defined in Section 2.7(b).