

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306140

|   |  |                       |   |
|---|--|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                   |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST                     |                       |   |
| <b>CONVEYING PARTY DATA</b>   |  |                       |   |
| <b>Name</b>   | <b>Formerly</b>                                  | <b>Execution Date</b> | <b>Entity Type</b>                          |
| BANK OF AMERICA, N.A., AS COLLATERAL AGENT  |  | 05/29/2014            | NATIONAL BANKING ASSOCIATION: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |   |
| <b>Name:</b>  | STUDLEY, INC.                                    |                       |   |
| <b>Street Address:</b>  | 399 PARK AVENUE                                  |                       |   |
| <b>Internal Address:</b>  | 11th Floor                                       |                       |   |
| <b>City:</b>  | NEW YORK   |                       |   |
| <b>State/Country:</b>   | NEW YORK   |                       |   |
| <b>Postal Code:</b>   | 10022  |                       |   |
| <b>Entity Type:</b>   | CORPORATION: NEW YORK                            |                       |   |
| <b>PROPERTY NUMBERS Total: 6</b>  |  |                       |   |
| <b>Property Type</b>  | <b>Number</b>                                    | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 3839704  | WWW.STUDLEY.COM       |   |
| <b>Registration Number:</b>   | 3614130  | THE LEGAL TENANT      |   |
| <b>Registration Number:</b>   | 3649631  | SERI                  |   |
| <b>Registration Number:</b>   | 3649630  | STUDLEY REPORT        |   |
| <b>Registration Number:</b>   | 2676162  | STUDLEY               |   |
| <b>Registration Number:</b>   | 1712085  |                       |   |
| <b>CORRESPONDENCE DATA</b>  |  |                       |   |
| <b>Fax Number:</b>  |  |                       |   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |                       |   |
| <b>Email:</b>   | ebensoul@paulweiss.com, dewilliams@paulweiss.com |                       |   |
| <b>Correspondent Name:</b>  | Elana D. Bensoul                                 |                       |   |
| <b>Address Line 1:</b>  | 1285 Avenue of the Americas                      |                       |   |
| <b>Address Line 4:</b>  | New York, NEW YORK 10019-6064                    |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 20672-001  |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Elana D. Bensoul                                 |                       |   |
| <b>SIGNATURE:</b>   | /EDB/  |                       |   |

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|  |            |
|--|------------|
| <b>DATE SIGNED:</b>  | 05/30/2014 |
| <b>Total Attachments: 3</b><br>source=(9444300)_ (1)_ Termination and Release of Security Interest in Trademarks#page1.tif<br>source=(9444300)_ (1)_ Termination and Release of Security Interest in Trademarks#page2.tif<br>source=(9444300)_ (1)_ Termination and Release of Security Interest in Trademarks#page3.tif |            |

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 29, 2014 ("Release"), is made by Bank of America, N.A., as Collateral Agent ("Collateral Agent") in favor of Studley, Inc., a New York corporation ("Grantor").

**WHEREAS**, pursuant to that certain Security and Pledge Agreement dated as of August 8, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Collateral Agent, each Grantor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of August 8, 2008 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on September 25, 2008 at Reel 3859 Frame 0895.

**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, Collateral Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Collateral Agent, on behalf of the Secured Parties, 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 all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

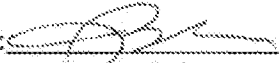
(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

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

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

Name: Jana L. Baker

Title: Senior Vice President

Schedule A

U.S. Trademarks Subject to Security Interest  
Granted by Studley, Inc.  
In Favor of Bank of America, N.A., as Collateral Agent  
Recorded September 25, 2008 at Reel 3859 Frame 0895

Registered Marks

| Mark             | Reg. No. | Reg. Date |
|------------------|----------|-----------|
| WWW.STUDLEY.COM  | 3839704  | 08/31/10  |
| THE LEGAL TENANT | 3614130  | 04/28/09  |
| SERI             | 3649631  | 07/07/09  |
| STUDLEY REPORT   | 3649630  | 07/07/09  |
| STUDLEY          | 2676162  | 01/21/03  |
| Design only      | 1712085  | 09/01/92  |