

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Administrative Agent		06/04/2014	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Talent Partners G.P.
Street Address:	541 N. Fairbanks Ct.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	PARTNERSHIP: NEW YORK
Composed Of:	<ul style="list-style-type: none"> • Donovan Data Systems, Inc., NEW YORK, CORPORATION • ABRY/Talent LLC, DELAWARE, LIMITED LIABILITY COMPANY

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2949097	
Registration Number:	2949098	TALENT PARTNERS
Registration Number:	1750337	TALENT PARTNERS
Registration Number:	1712083	TALENT PARTNERS
Registration Number:	3395287	TRAFFIXWORKS
Registration Number:	3379057	TRAFFIXWORKS
Registration Number:	3850390	VITA

CORRESPONDENCE DATA

Fax Number: 2123553333

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.

Phone: 2124597136

Email: tbennett@goodwinprocter.com

Correspondent Name: Tracey D. Bennett

Address Line 1: c/o Goodwin Procter LLP

Address Line 2: 620 8th Ave,

Address Line 4: New York, NEW YORK 10018

TRADEMARK

REEL: 005296 FRAME: 0743

900291313

OP \$190.00 2949097

ATTORNEY DOCKET NUMBER:	105259.228965
NAME OF SUBMITTER:	Tracey D. Bennett
SIGNATURE:	/s/Tracey D. Bennett
DATE SIGNED:	06/05/2014

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 4th day of June, 2014 (the "Release Date") by Ares Capital Corporation, as administrative agent (in such, capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other secured parties (the "Secured Parties"), in favor and for the benefit of Talent Partners G.P., a New York general partnership (the "Debtor").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of October 24, 2012, with the Secured Parties, Administrative Agent, General Electric Capital Corporation, as Revolver Agent, and the Lenders and L/C Issuers from time to time party thereto (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Debtor has entered into that certain Guaranty and Security Agreement, dated as of October 24, 2012, with the Administrative Agent and the Secured Parties (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Guaranty and Security Agreement"), pursuant to which the Debtor, among other things, mortgaged, pledged and hypothecated to the Administrative Agent, for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following assets of the Debtor: (i) all of its Trademarks, including, without limitation, those referred to in Exhibit A attached hereto and made a part hereof; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, Debtor entered into that certain Trademark Security Agreement dated as of October 24, 2012 (the "Trademark Security Agreement") in favor of the Administrative Agent, and the Administrative Agent filed the Trademark Security Agreement with the United States Patent and Trademark Office (the "USPTO") on October 24, 2012 on Reel 4887, Frame 0509; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Administrative Agent release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Administrative Agent hereby irrevocably and forever (i) terminates, releases and discharges any and all Liens on and security interests in, to, and under the Trademark Collateral, including, without limitation, those referred to in Exhibit A attached hereto, with the goodwill of the business symbolized thereby, (ii) assigns to Debtor any right, title or interest it may have in, to or under the Trademark Collateral, and (iii) terminates the Trademark Security Agreement.

2. Recordation of Release. The Administrative Agent understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

3. Further Actions. The Administrative Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Guaranty and Security Agreement, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

ARES CAPITAL CORPORATION

as Administrative Agent

By: 

Name:

Penni Roll

Title:

Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]




TRADEMARK
REEL: 005296 FRAME: 0747

EXHIBIT A

The Marks

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Talent Partners		US Federal	76492603	2/25/2003	2949097	5/10/2005
Talent Partners		US Federal	76492604	2/25/2003	2949098	5/10/2005
Talent Partners		US Federal	74095208	9/10/1990	1750337	2/2/1993
Talent Partners	TALENT PARTNERS	US Federal	74095207	9/10/1990	1712083	9/1/1992
Talent Partners G.P.	TRAFFIXWORKS	US Federal	76634115	3/24/2005	3395287	3/11/2008
Talent Partners G.P.	TRAFFIXWORKS Design Mark	US Federal	76634114	3/24/2005	3379057	2/5/2008
Talent Partners G.P.	VITA	US Federal	77177807	5/10/2007	3850390	9/21/2010
Talent Partners G.P.	TALENT PARTNERS	Canada	067501900	2/1/1991	TMA431360	8/5/1994