

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caltius Partners IV, LP		10/10/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Pearl Meyer & Partners, LLC		
Street Address:	1721 Moon Lake Blvd., Suite 105		
City:	Hoffman Estates		
State/Country:	ILLINOIS		
Postal Code:	60169		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3350762	PM&P PEARL MEYER & PARTNERS COMPREHENS	
Registration Number:	3040341	PEARL MEYER & PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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>			
Phone:	214.964.9427		
Email:	tatyana.rozenberg@hklaw.com		
Correspondent Name:	Tatyana Rozenberg		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	300 Crescent Court, Suite 1100		
Address Line 4:	Dallas, UNITED STATES 75201		
ATTORNEY DOCKET NUMBER:	136134.00004/MADREWS		
NAME OF SUBMITTER:	Tatyana Rozenberg		
SIGNATURE:	/Tatyana Rozenberg/		
DATE SIGNED:	10/13/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 10, 2014, by CALTIUS PARTNERS IV, LP (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, PEARL MEYER & PARTNERS, LLC, a Delaware limited liability company, (“Grantor”) and Secured Party were parties to a Trademark Collateral Security Agreement dated as of August 4, 2010 (the “Security Agreement”), pursuant to which Grantor granted a security interest to Secured Party in certain trademarks (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 6, 2010, at Reel 4256, Frame 0219; and

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral (as defined below) and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all Trademark Licenses; and

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every Trademark License (including, without limitation, (A) all moneys due and to become due under any Trademark License, (B) any damages arising out of or for breach or default in respect of any such Trademark License, (C) all other amounts from time to time paid or payable under or in connection with any such Trademark License, and (D) the right of Grantor to terminate any such Trademark License or to perform and to exercise all remedies thereunder).

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

3. Secured Party agrees, at the Grantor's expense, to cooperate with the Grantor and to provide the Grantor with the information and additional authorization reasonably requested by the Grantor to affect the release of the Secured Party's security interest in and lien on the Trademarks and Trademark Collateral.

4. This Trademark Release and Reassignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

CALTIVUS PARTNERS IV, LP
By: CP IV, LP, its general partner

By: *Alison Frederick*
Name: *Alison Frederick*
Title: *Managing Director*

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Application Number	Application Date	Registration Number	Registration Date
PM&P Pearl Meyer & Partners Comprehensive Compensation	77003045	9/20/2006	3350762	12/11/2007
Pearl Meyer & Partners	78413476	5/5/04	3040341	1/10/2006