# CH \$40.00 77222

ETAS ID: TM321189

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 RELEASE OF SECURITY INTEREST

 SEQUENCE:
 1

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TD Bank, N.A.		10/20/2014	National Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	ConnectAmerica.com, LLC		
Street Address:	2193 West Chester Pike		
City:	Broomall		
State/Country:	PENNSYLVANIA		
Postal Code:	19008		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Serial Number:	77222331	CONNECT AMERICA	

## **CORRESPONDENCE DATA**

**Fax Number:** 2485668531

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:** 248-566-8530

**Email:** tmdocketing@honigman.com

Correspondent Name: Honigman Miller Schwartz and Cohn, LLP Address Line 1: 39400 Woodward Avenue, Suite 101

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:	233781-343796
NAME OF SUBMITTER:	Julie E. Reitz
SIGNATURE:	/Julie E. Reitz/
DATE SIGNED:	10/27/2014

#### **Total Attachments: 3**

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> TRADEMARK REEL: 005387 FRAME: 0815

### TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Trademark Release") is made as of October 20, 2014, by TD BANK, N.A., as Administrative Agent (in such capacity, together with its successors and permitted assigns, "Existing Agent") under and as defined in the Credit Agreement, dated as of December 23, 2010 and amended and restated as of October 31, 2012, among CONNECT AMERICA.COM, LLC, a Delaware limited liability company ("Grantor"), Connect America Holdings, LLC, the Agent and the other lenders party thereto, as amended, restated, supplemented or otherwise modified from time to time.

#### WITNESSETH:

WHEREAS, Existing Agent and Grantor are parties to that certain Trademark Security Agreement and Security and Pledge Agreement, each dated as of December 23, 2010 (collectively, the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantor granted to Existing Agent, as collateral security for certain obligations of Grantor to Existing Agent (the "Secured Obligations") a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and
- (b) all products and Proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 4, 2011 at Reel 4446 Frame 0595; and

WHEREAS, all Secured Obligations have been satisfied;

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

- 1. Existing Agent hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantor's right, title and interest in and to the Trademark Collateral.
- 2. Existing Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Existing Agent, any right, title and interest Existing Agent may have in and to the Trademark Collateral.
- 3. Existing Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Trademark Release.

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

TD BANK, N.A., as Existing Agent

Name: Gr Title: (V)

# SCHEDULE A

# U.S. Trademark Registrations

Mark	Source	Status	App. Date/ No. Reg. Date/No.	L Security Intermetion	Owner
CONNECT AMERICA	USPTO	Registered	2007	TD BANK, N.A. UNITED STATES NATIONAL ASSOCIATION	CONNECTAMERICA.COM, LLC, DELAWARE LIMITED LIABILITY CO.

U.S. Trademark Applications

None.

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**RECORDED: 10/27/2014** 

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