

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		11/05/2014	banking corporation: OHIO
RECEIVING PARTY DATA			
Name:	Interstate Restoration LLC		
Street Address:	5675 DTC Blvd.		
Internal Address:	Suite 275		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3533040	INTERSTATE RESTORATION GROUP	
Registration Number:	3585967	P.R.E.P. PRIORITY RESPONSE EMERGENCY PLA	
Registration Number:	3585968	P.R.E.P.	
Registration Number:	3472142	INSTAR	
Registration Number:	3471982	OUR BUSINESS IS PUTTING YOU BACK IN BUSI	
Registration Number:	3359471	WHERE QUALITY IS REBUILT	
Registration Number:	3342883	BPR B. POOLE RESTORATION FIRE · FLOOD ·	
Registration Number:	2713170	INSTAR	
Registration Number:	2677159	INSTAR	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		

CH \$240.00 3533040

SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	11/06/2014
Total Attachments: 6 source=Trademark Release (Interstate #1)#page1.tif source=Trademark Release (Interstate #1)#page2.tif source=Trademark Release (Interstate #1)#page3.tif source=Trademark Release (Interstate #1)#page4.tif source=Trademark Release (Interstate #1)#page5.tif source=Trademark Release (Interstate #1)#page6.tif	

PATENT AND TRADEMARK RELEASE AND REASSIGNMENT

THIS PATENT AND TRADEMARK RELEASE AND REASSIGNMENT is made as of November 5, 2014, by FIFTH THIRD BANK (“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, Interstate Restoration LLC, a Colorado limited liability company (the “Grantor”) and Secured Party were parties to that certain Patent and Trademark Security Agreement dated as of December 31, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain IP Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks and Patents set forth on Schedules 1 and 2 hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on January 17, 2013, at Reel 4944, Frame 0851;

WHEREAS, Grantor has requested that Secured Party release its security interest in the IP Collateral and reassign any and all rights in the same to 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 “IP Collateral”):

(a) all of Grantor’s right, title and interest in and to its now or in the future (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, collective membership marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or may appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) filed in connection therewith, including, without limitation, the trademarks and applications listed on Schedule 1 attached hereto and made a part hereof; (ii) licenses, fees or royalties with respect to the foregoing; (iii) the right to sue and recover for past, present and future infringement, dilution and damages therefore; and (iv) licenses thereunder; all as presently existing or hereafter arising or acquired; and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor’s business connected with the use of, and symbolized by, the foregoing (collectively, the “Trademarks”); and

(b) all of Grantor’s right, title and interest in and to patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule 2 attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue and recover for past,

present and future infringements of any of the foregoing, all as presently existing or hereafter arising or acquired (collectively, the "Patents").

2. Secured Party hereby reassigns, grants and conveys to the 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 IP Collateral.

[Signature Page Follows]

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

FIFTH THIRD BANK

By: 
Name: Nicholas D. Haas
Title: Relationship Manager – Officer


Trademark Release and Reassignment (Interstate)

TRADEMARK
REEL: 005395 FRAME: 0493

SCHEDULE 1

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
INTERSTATE RESTORATION GROUP	3,533,040	11/18/2008
P.R.E.P. PRIORITY RESPONSE EMERGENCY PLAN	3,585,967	03/10/2009
P.R.E.P.	3,585,968	03/10/2009
INSTAR	3,472,142	07/22/2008
OUR BUSINESS IS PUTTING YOU BACK IN BUSINESS	3,471,982	07/22/2008
WHERE QUALITY IS REBUILT	3,359,471	12/25/2007
 B. POOLE RESTORATION FIRE · FLOOD · DISASTER RECOVERY	3,342,883	11/27/2007

Mark

Registration Number

Registration Date

INSTAR

2,713,170

05/06/2003

INSTAR

2,677,159

01/21/2003

APPLICATIONS

Mark

Serial Number

Filing Date

NONE

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

SCHEDULE 2

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
NONE			

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
NONE		