

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION (AS SUCCESSOR BY MERGER TO ALLIED CAPITAL CORPORATION), AS AGENT		11/18/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	GILCHRIST & SOAMES, INC.		
Street Address:	2425 E. Perry Road		
Internal Address:	Suite 150		
City:	Plainfield		
State/Country:	INDIANA		
Postal Code:	46168		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3139632	AQUA LIME	
Registration Number:	3272917	SKY BLUE	
Registration Number:	3138907	LONDON COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22821-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	11/18/2014		

CH \$90.00 3139632

Total Attachments: 3

source=1386520v1 - Release#page1.tif

source=1386520v1 - Release#page2.tif

source=1386520v1 - Release#page3.tif

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 18, 2014 ("Release"), is made by Ares Capital Corporation (as successor by merger to Allied Capital Corporation), a Maryland corporation, as Agent ("Agent") in favor of Gilchrist & Soames, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of October 5, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Agent, each Obligor granted to the Agent, for the benefit of the Lenders, a continuing security interest in, continuing lien upon, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the trademarks and trademark applications listed on Schedule A attached hereto;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Agent, for the benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of October 5, 2007 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on October 12, 2007 at Reel 3639 Frame 0456.

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, Agent, on behalf of the Lenders, 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. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, relinquishes, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to Grantor's 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 Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

Ares Capital Corporation (as successor to by merger to Allied Capital Corporation), as Agent

By: 
Name: Joshua M. Bloomstein
Title: Authorized Signatory

Schedule A

Gilchrist & Soames, Inc.
(Delaware Corporation)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
AQUA LIME	3139632	09/05/06
SKY BLUE	3272917	07/31/07
LONDON COLLECTION	3138907	09/05/06