

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM327212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE PENINSULA FUND V LIMITED PARTNERSHIP		12/23/2014	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARON T, LTD.		
<b>Street Address:</b>	2642 BROADWAY		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10025		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78558732	CARMEL	
<b>Serial Number:</b>	75749276	WE'LL BE THERE FOR YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147568183		
<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>			
<b>Phone:</b>	214-740-8662		
<b>Email:</b>	plein@lockelord.com		
<b>Correspondent Name:</b>	Paul Lein		
<b>Address Line 1:</b>	2200 ROSS AVE STE 2200		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	0105344.0003		
<b>NAME OF SUBMITTER:</b>	Paul D. Lein		
<b>SIGNATURE:</b>	/PAUL D. LEIN/		
<b>DATE SIGNED:</b>	12/23/2014		
<b>Total Attachments: 14</b>			
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## RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Agreement"), dated December 23, 2014, is made by **BARON T, LTD.**, a New York corporation ("Debtor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement and the Obligation Payoff Letter.

WHEREAS, pursuant to that certain Note Purchase Agreement dated December 30, 2011 (the "Note Purchase Agreement") by and among **THE PENINSULA FUND V LIMITED PARTNERSHIP**, a Delaware limited partnership ("Lender"), Debtor, Two Way Black Cars and Radio Group Transportation, Inc., a New York corporation ("Two Way"), K & A Mutual Associates, Inc., a New York corporation ("K&A"), CMK Ops, Inc., a Delaware corporation ("CMK"), Fast Operating Corp., a New York corporation ("Fast"), R.I.T.N. Corp., a New York corporation ("RITN"), Carved in Stone, LLC, a Delaware limited liability company ("Carved in Stone"), Charge and Credit, LLC, a Delaware limited liability company ("Charge and Credit"), TROYL, LLC, a New York limited liability company ("Troyl") (Debtor, Two Way, K&A, CMK, Fast, RITN, Carved in Stone, Charge and Credit, and Troyl individually each a "Borrower" and collectively, the "Borrowers"), Lender agreed to make financial accommodations to Borrowers;

WHEREAS, in order to induce Lender to enter into the Note Purchase Agreement and the other Loan Documents, and to make, and continue to make, Loans to Borrowers under the Note Purchase Agreement, Debtor executed and delivered to Lender that certain Trademark Security Agreement dated December 30, 2011 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on December 30, 2011 in its records at Reel 4701, Frame 0413;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor unconditionally granted, assigned and pledged to Lender (all of the following being, collectively, the "Trademark Collateral"): (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and registrations and service mark registrations and applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Lender has previously authorized Debtor, pursuant to the Obligation Payoff Letter dated November 21, 2012, and executed by Lender and Borrowers ("Payoff Letter"), to file and record UCC and other termination statements in order to evidence the termination of the security interest granted pursuant to the Note Purchase Agreement and/or the Other Agreements

(and such interests in, security titles to and other liens on all real and personal property assets, including the Trademark Collateral).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor, pursuant to the authority granted it in the Payoff Letter, hereby fully and finally releases and terminates Lender's security interest in, liens on, and all other rights in, to and under the Trademark Collateral, and any and all other rights it may have under the Trademark Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

BARON T, LTD, a New York corporation

By: Patricia McArdle  
Name: Patricia McArdle  
Title: Assistant Secretary

**SCHEDULE I**  
to  
**RELEASE OF TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

1. United States Federally-Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
CARMEL	78/558,732	Feb. 2, 2005	3,073,155	Mar. 28, 2006
WE'LL BE THERE FOR YOU	75/749,276	Jul. 13, 1999	2,343,667	Apr. 18, 2000

2. State and Common Law Trade Names and Trademarks

Limodesk  
Carmel Car and Limousine Service  
Carmel Limo, Airport Transportation  
CarLimo  
City Limo

**The Peninsula Fund V Limited Partnership**

500 Woodward Avenue, Suite 2800

Detroit, Michigan 48226

Attention: Scott Reilly, President

Facsimile: (313) 237-5111

November 21, 2012

CMK Ops, Inc.  
Baron T, LTD.  
Fast Operating Corp.  
K&A Mutual Associates, Inc.  
Carved In Stone LLC  
2642 Broadway  
New York, New York 10025

R.I.T.N. Corp.  
214 West 102 Street  
Suite 2D  
New York, New York 10025

Two-Way Black Cars and Radio  
Group Transportation, Inc.  
214 West 102 Street  
Suite 2D  
New York, New York 10025

Charge and Credit LLC  
601 Halstead Avenue  
Mamaroneck, New York 10543

Troyl, LLC  
36-31 10<sup>th</sup> St  
Long Island City, New York  
11106

Branford Chain, Inc.  
150 E 58<sup>th</sup> St, 29<sup>th</sup> Fl  
New York, NY 10155

Re: Payoff of certain obligations of pursuant to Note Purchase Agreement dated as of December 30, 2011 (the "Note Purchase Agreement"), by and among CMK OPS, INC., a Delaware corporation (the "Parent"), BARON T, LTD., D/B/A CARMEL CAR & LIMOUSINE SERVICE, a New York corporation ("Carmel Car"), FAST OPERATING CORP., a New York corporation ("Fast Operating"), K & A MUTUAL ASSOCIATES, INC., a New York corporation ("K&A"), R.I.T.N. CORP., a New York corporation ("R.I.T.N."), TWO-WAY BLACK CARS AND RADIO GROUP TRANSPORTATION, INC., a New York corporation ("Two Way"), CHARGE AND CREDIT LLC, a Delaware limited liability company ("Charge"), CARVED IN STONE LLC, a Delaware limited liability company ("Carved"), and TROYL, LLC, a New York limited liability company ("Troyl") and together with Carved, Carmel Car, Fast Operating, K&A, R.I.T.N., Two-Way and Charge, each individually, a "Company" and collectively, the "Companies") and THE PENINSULA FUND V LIMITED PARTNERSHIP, a Delaware limited partnership (the "Purchaser").

Dear Sir or Madam:

The Companies have advised the Purchaser that the Companies will repay the total unpaid balance of all Senior Subordinated Obligations and other amounts, including but not limited to, all principal, interest, prepayment fees, expenses, fees, and other charges, owing by the Companies to the Purchaser under the Note Purchase Agreement (the "Unpaid Balance") on or before 3:00 p.m. (EST) (the "Cut-off Time") on November 21, 2012.

If received by the Cut-off Time, the total cash amount due will be [REDACTED] (such payment, being hereinafter called the "Payoff Amount" and which shall constitute the entire Unpaid Balance) consisting of:

- principal [REDACTED]
- minimum interest [REDACTED]
- out-of-pocket expenses ("Fund Expenses") [REDACTED]
- legal fees ("Legal Fees") [REDACTED]

Payment of the Payoff Amount (other than Fund Expenses and Legal Fees) in the amount of [REDACTED] should be made to the Purchaser by wire transfer of immediately available funds and in the lawful currency of the United States of America, directed as follows:

Account Name: The Peninsula Fund V Limited Partnership  
Bank: Comerica Bank - Detroit, Michigan

[REDACTED]

Payment of the Payoff Amount consisting of Fund Expenses in the amount of [REDACTED] should be made to Peninsula Capital Partners L.L.C. by wire transfer of immediately available funds and in the lawful currency of the United States of America, directed as follows:

Account Name: Peninsula Capital Partners L.L.C.  
Bank: Comerica Bank - Detroit, Michigan

[REDACTED]

Payments of the Payoff Amount consisting of Legal Fees in the amount of [REDACTED] should be made to Patton Boggs LLP by wire transfer of immediately available funds and in the lawful currency of the United States of America, directed as follows:

Name: Patton Boggs LLP  
Bank: Wells Fargo Bank

[REDACTED]

[REDACTED]

The effectiveness of this agreement is subject to and conditioned upon (i) the receipt of the Payoff Amount in immediately available funds in accordance with the preceding paragraph, and (ii) the receipt by the Purchaser of a fully executed counterpart of this letter agreement signed by all parties hereto (the date such conditions are satisfied by the Cut-off Time being the "Payoff Effective Date"). Notwithstanding anything contained herein to the contrary, in the event that any errors or omissions have been made in the calculation of the sums due in respect of the Payoff Amount, the Purchaser expressly reserves all rights and entitlements to all monies lawfully due to the Purchaser under the terms of the Note Purchase Agreement and the Other Agreements.

Upon the Payoff Effective Date, (i) any and all commitments of the Purchaser under the Note Purchase Agreement, the Senior Subordination Agreement and/or the Other Agreements shall terminate; (ii) all debts, liabilities and obligations (other than (x) with respect to the obligations relating to the Payoff Adjustments (as defined below) and (y) customary indemnification obligations that, by the express terms of the Note Purchase Agreement and the Other Agreements, survive the payment in full of the obligations otherwise owing thereunder and the termination thereof) of the Companies to the Purchaser arising under the Note Purchase Agreement, and the Other Agreements, including, without limitation, the Unpaid Balance, shall be paid and satisfied in full, irrevocably discharged, terminated and released in all respects, and all such agreements shall be terminated; (iii) the Purchaser, its agent and/or designee, the Companies, its agent and/or designee are each authorized to file and record UCC and other termination statements in order to evidence the termination of the liens and security interest granted pursuant to the Note Purchase Agreement and/or the Other Agreements (and such interests in, security titles to and other liens on all real and personal property assets of the Companies will be automatically terminated and released), and the Purchaser will, at the Companies' expense, execute and deliver such trademark and patent releases and other documents as the Companies may reasonably request in order to evidence the termination of the liens and security interests granted pursuant to the Note Purchase Agreement and/or the Other Agreements; (iv) the Purchaser will promptly deliver to the Companies their original Senior Subordinated Note and any and all other promissory notes payable to the Purchaser under the Note Purchase Agreement and Other Agreements, marked "Cancelled" or lost or mutilated note affidavits with customary indemnity with respect to such promissory notes; and (v) the Purchaser will promptly deliver to the Companies or its designees any collateral of the Companies in the Purchaser's possession.

Subsequent to receipt of the Payoff Amount, the Purchaser agrees to deliver to the Companies, at the Companies' expense, such other releases, termination statements, or other documents or instruments, and agrees to take such other actions, as the Companies may reasonably request to evidence the consummation of the payoff contemplated hereby or to more fully evidence the release of all security interests and liens of the Purchaser effected hereby and to deliver any collateral of the Companies or proceeds thereof with respect to which the Purchaser may obtain possession.



The Companies agree to indemnify the Purchaser from any and all loss, cost, damage or expense (including attorneys' fees and legal expenses) which the Purchaser may suffer or incur at any time as a result of: (i) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by the Purchaser to any account of the Companies with the Purchaser and (ii) any bookkeeping, accounting or other errors in the calculation of any amount to be paid to the Purchaser hereunder requiring an adjustment thereto, together with any expenses or other charges incident thereto.

UPON THE PAYOFF EFFECTIVE DATE, AND IN CONSIDERATION OF THE ABOVE AND FOR OTHER VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE COMPANIES ON BEHALF OF ITSELF AND EACH OF ITS PRESENT AND FORMER PRINCIPALS, SUBSIDIARIES, PARENTS, HOLDING COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, STOCKHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ACCOUNTANTS, ATTORNEYS AND OTHER REPRESENTATIVES OF SUCH PERSONS AND ALL OF THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING (INDIVIDUALLY, EACH A "RELEASOR" AND COLLECTIVELY, THE "RELEASORS"), HEREBY COMPLETELY, VOLUNTARILY, KNOWINGLY, AND UNCONDITIONALLY RELEASES, ACQUITS, AND FOREVER DISCHARGES EACH OF (A) THE PURCHASER, (B) EACH OF THE PRESENT AND FORMER PRINCIPALS, SUBSIDIARIES, PARENTS, HOLDING COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, STOCKHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS EMPLOYEES, AGENTS, ACCOUNTANTS, ATTORNEYS AND OTHER REPRESENTATIVES OF EACH OF THE FOREGOING, AND (C) ALL OF THE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING (INDIVIDUALLY, EACH A "RELEASEE" AND COLLECTIVELY, THE "RELEASEES"), FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, SUITS, DEBTS, COVENANTS, CONTROVERSIES, REMEDIES, LIABILITIES, DAMAGES, SUMS OF MONEY, ACCOUNTS, RECKONINGS, BONDS, BILLS, SPECIALTIES, VARIANCES, TRESPASSES, JUDGMENTS, EXTENTS, EXECUTIONS, RIGHTS, OBLIGATIONS, LOSSES, UNDERTAKINGS, COSTS, EXPENSES, ATTORNEYS' FEES, SETOFFS, COUNTERCLAIMS, CROSS-CLAIMS, THIRD-PARTY CLAIMS, CLAIMS-OVER, REIMBURSEMENT CLAIMS, INDEMNITY CLAIMS, CONTRIBUTION CLAIMS AND DEMANDS OF ANY AND EVERY TYPE WHATSOEVER (COLLECTIVELY, "CLAIMS"), WHETHER ARISING OUT OF FEDERAL, STATE, PROVINCIAL OR LOCAL LAWS OR REGULATIONS, STATUTES, RULES, COMMON LAW OR OTHERWISE, WHETHER IN LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, MATURED OR UNMATURED, FIXED OR CONTINGENT, ASSERTED OR UNASSERTED, DISCLOSED OR UNDISCLOSED, LIQUIDATED OR UNLIQUIDATED, DISPUTED OR UNDISPUTED, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN, DIRECT OR INDIRECT, CHOATE OR INCHOATE, WHETHER INDIVIDUAL, CLASS, DERIVATIVE, REPRESENTATIVE, OR IN ANY OTHER CAPACITY, WHICH ANY OF THE RELEASORS EVER HAD OR NOW HAS AGAINST ANY OF THE RELEASEES FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER IN ANY WAY CONCERNING, RELATING TO, OR ARISING FROM (I) THE OBLIGATIONS UNDER THE NOTE PURCHASE AGREEMENT OR ANY

OF THE OTHER AGREEMENTS, (II) THE COLLATERAL UNDER THE NOTE PURCHASE AGREEMENT OR ANY OF THE OTHER AGREEMENTS, (III) THE NOTE PURCHASE AGREEMENT OR ANY OF THE OTHER AGREEMENTS, (IV) THE FINANCIAL CONDITION, BUSINESS OPERATIONS, BUSINESS PLANS, PROSPECTS OR CREDITWORTHINESS OF THE COMPANIES AND (V) THE NEGOTIATION, DOCUMENTATION AND EXECUTION OF THIS PAYOFF LETTER AND ANY DOCUMENTS RELATING HERETO, EXCEPT TO THE EXTENT THAT ANY OF THE FOREGOING ARISES OUT OF THE WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION (AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL NON-APPEALABLE JUDGMENT). EACH RELEASOR KNOWINGLY GRANTS SUCH RELEASE NOTWITHSTANDING THAT SUCH RELEASOR MAY HEREAFTER DISCOVER FACTS IN ADDITION TO, OR DIFFERENT FROM, THOSE WHICH THE RELEASORS NOW KNOW OR BELIEVE TO BE TRUE, AND WITHOUT REGARD TO THE SUBSEQUENT DISCOVERY OR EXISTENCE OF SUCH DIFFERENT OR ADDITIONAL FACTS, AND EXPRESSLY WAIVES ALL RIGHTS THAT SUCH RELEASOR MAY HAVE UNDER ANY STATUTE, PROCEDURAL RULE, COMMON LAW PRINCIPLE, IN EQUITY OR OTHERWISE THAT WOULD LIMIT THE EFFECT OF THE FOREGOING RELEASE TO THOSE CLAIMS ACTUALLY KNOWN OR SUSPECTED TO EXIST AT THE TIME OF THE EFFECTIVENESS OF THIS PAYOFF LETTER. EACH RELEASOR EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE RELEASE IN FAVOR OF THE RELEASEES CONTAINED IN THIS PAYOFF LETTER SHALL NOT BE CONSTRUED AS AN ADMISSION OF ANY WRONGDOING, LIABILITY OR CULPABILITY ON THE PART OF ANY RELEASEE, OR AS AN ADMISSION BY RELEASEES OF THE EXISTENCE OF ANY CLAIMS BY SUCH RELEASOR AGAINST RELEASEES OR ANY AGENT THEREOF. EACH RELEASOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT SUCH RELEASOR HAS NOT VOLUNTARILY, BY OPERATION OF LAW OR OTHERWISE, ASSIGNED, CONVEYED, TRANSFERRED OR ENCUMBERED, EITHER DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, ANY RIGHT TO OR INTEREST IN ANY OF THE CLAIMS RELEASED HEREBY. EACH RELEASOR ACKNOWLEDGES AND AGREES THAT: (A) IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS OWN CHOICE THROUGHOUT ALL OF THE NEGOTIATIONS THAT PRECEDED THE EXECUTION OF THIS PAYOFF LETTER AND THAT IT HAS EXECUTED THIS PAYOFF LETTER AFTER HAVING RECEIVED THE ADVICE OF SUCH INDEPENDENT LEGAL COUNSEL; AND (B) IT AND ITS COUNSEL HAVE HAD AN ADEQUATE OPPORTUNITY TO MAKE WHATEVER INVESTIGATION OR INQUIRY THEY DEEM NECESSARY OR DESIRABLE IN CONNECTION WITH THE RELEASE OF THE CLAIMS HEREBY.

TO THE EXTENT THAT ALL OR ANY PART OF THE PAYOFF AMOUNT, OR ANY OTHER PAYMENTS OR PROCEEDS, OR ANY PORTION THEREOF, RECEIVED BY THE PURCHASER ON ACCOUNT OF THE OBLIGATIONS SHALL BE SUBSEQUENTLY INVALIDATED, DECLARED TO BE FRAUDULENT OR A FRAUDULENT CONVEYANCE OR PREFERENTIAL, SET ASIDE OR REQUIRED TO BE REPAYED TO A TRUSTEE, RECEIVER, DEBTOR-IN-POSSESSION OR ANY OTHER PARTY UNDER ANY BANKRUPTCY LAW, STATE OR FEDERAL LAW, COMMON

LAW OR EQUITABLE CAUSE, THEN TO THE EXTENT THAT SUCH PAYMENTS OR PROCEEDS ARE RESCINDED OR MUST OTHERWISE BE RESTORED BY THE PURCHASER, THEN THE OBLIGATIONS AND INDEBTEDNESS OF THE COMPANIES TO THE PURCHASER, OR ANY PART THEREOF THAT WAS INTENDED TO BE SATISFIED BY ANY SUCH PAYMENTS OR PROCEEDS, SHALL BE REVIVED AND REINSTATED AND CONTINUE TO BE IN FULL FORCE AND EFFECT AS IF SUCH PAYMENTS OR PROCEEDS HAD NEVER BEEN RECEIVED BY THE PURCHASER, AND THIS PAYOFF LETTER SHALL IN NO WAY IMPAIR THE CLAIMS OF THE PURCHASER WITH RESPECT THERETO.

THIS AGREEMENT HAS BEEN SUBSTANTIALLY NEGOTIATED AND IS BEING EXECUTED, DELIVERED, AND ACCEPTED, AND IS INTENDED TO BE PERFORMED, IN PART IN THE STATE OF MICHIGAN. ALL OBLIGATIONS, RIGHTS AND REMEDIES HEREUNDER, SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

This letter may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Facsimile, e-mail or other electronic transmission of signatures shall be binding and effective as originals.

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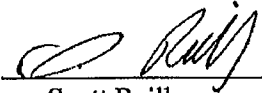
Please acknowledge your agreement with the foregoing by the execution of a counterpart of this letter in the space provided below and returning the same to the Purchaser.

Very truly yours,

**THE PENINSULA FUND V LIMITED  
PARTNERSHIP**

By: Peninsula Fund V Management L.L.C.  
its General Partner

By: Peninsula Capital Partners L.L.C.,  
its Manager

By:   
Name: Scott Reilly  
Title: President and Chief Investment  
Officer

If the foregoing is in accordance with your understanding, please so indicate by signing and returning to us the enclosed copy of this letter agreement.

Very truly yours,

THE PENINSULA FUND V LIMITED  
PARTNERSHIP, as Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED on this 21 day of Nov., 2012:

CMK OPS, INC., a Delaware corporation

By: JSC  
Name: John S. Castle  
Title: Secretary

TWO-WAY BLACK CARS AND RADIO GROUP TRANSPORTATION, INC., a New York corporation

By: JSC  
Name: John S. Castle  
Title: Secretary

K&A MUTUAL ASSOCIATES, INC., a New York corporation

By: JSC  
Name: John S. Castle  
Title: Secretary

BARON T. LTD, a New York corporation

By: JSC  
Name: John S. Castle  
Title: Secretary

FAST OPERATING CORP., a New York corporation

By: \_\_\_\_\_  
Name: John S. Castle  
Title: Secretary

R.I.T.N. CORP., a New York corporation

By: \_\_\_\_\_  
Name: John S. Castle  
Title: Secretary

CARVED IN STONE LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: John S. Castle  
Title: Secretary

CHARGE AND CREDIT LLC, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TROYL, LLC, a New York limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FAST OPERATING CORP., a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

R.I.T.N. CORP., a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CARVED IN STONE LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CHARGE AND CREDIT LLC, a Delaware corporation

By: \_\_\_\_\_  
Name: JOHN E. MAZZIA  
Title: Manager

TROYL, LLC, a New York limited liability company

By: \_\_\_\_\_  
Name: JOHN E. MAZZIA  
Title: Manager

cc: Boies, Schiller and Flexner, LLP  
575 Lexington Avenue  
New York, New York 10022  
Attn: Richard J. Birns, Esq.  
Facsimile: (212) 446-2350

Patton Boggs LLP  
2000 McKinney Avenue, Suite 1700  
Dallas, Texas 75201  
Attn: David McLean  
Facsimile: (214) 758-3553

[Carmel] Payoff Letter  
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