

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameranth LLC		01/19/2007	private exempt company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Agility Recovery Solutions, Ltd.		
Street Address:	1090 Brevik Place		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4W 3Y5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2960142	AGILITY RECOVERY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: M Valcarcel		
Address Line 1:	333 S.E. 2 Ave. Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	141969.010200		
NAME OF SUBMITTER:	Manuel Valcarcel		
SIGNATURE:	/Manuel Valcarcel/		
DATE SIGNED:	02/13/2015		
Total Attachments: 3			
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January 19, 2007

Agility Recovery Solutions Inc.
Agility Recovery Solutions Holdings Inc.
7621 Little Avenue
Suite 218
Charlotte, NC 28226
Attn: Bob Boyd

Re: Payoff Arrangements

Ladies and Gentlemen:

Reference is made to the Note and Warrant Purchase Agreement, dated as of October 3, 2005 (the "Note and Warrant Purchase Agreement"), among Agility Recovery Solutions Inc., a Delaware corporation (the "Company"), Agility Recovery Solutions Holdings Inc., a Delaware corporation ("Holdco"), the purchasers named therein and Amaranth LLC, as Collateral Agent and as a purchaser ("Amaranth"). All capitalized terms used herein without being defined herein are used herein with the meanings given thereto in the Note and Warrant Purchase Agreement.

The Company has advised Amaranth that it intends to repay all outstanding amounts due and owing by the Company and by Holdco (including without limitation all Obligations) under the Note and Warrant Purchase Agreement, the Note issued to Amaranth pursuant thereto and the other Note Documents and that it intends to purchase the Warrants issued to Amaranth. If paid on January 19, 2007, the amount (the "Pay-Off Amount") necessary to purchase the Warrants issued to Amaranth and to pay all of the liabilities, obligations, and indebtedness of the Company and Holdco to Amaranth is \$4,525,613.80.

The Pay-Off Amount is to be remitted to Amaranth by wire transfer of immediately available funds as follows:

Bank:	Chase Manhattan Bank, NYC
ABA Number:	ABA # 021-000-021
Account Number:	066-602904
Account Name:	Amaranth LLC
Reference:	Agility

The Pay-Off Amount is valid for payments received by Amaranth no later than 4:00 p.m., New York City time on January 19, 2007. Sums received after 4:00 p.m., New York City time on a business day will be for credit on the next business day.

Amaranth hereby: (a) represents and warrants that it is the sole legal and beneficial owner of, and the holder of all right, title and interest in, the Note and Warrants issued to Amaranth under the Note and Warrant Purchase Agreement, free and clear of any liens or encumbrances, (b) acknowledges and agrees that payment of the Pay-Off Amount in immediately available funds will constitute payment in full for the Warrants issued to Amaranth (and, upon such payment of the Pay-Off Amount, such Warrants will automatically be deemed to have been purchased in full by Holdco from Amaranth) and payment in full of all of the indebtedness and obligations of the Company and Holdco (and any guarantors of such indebtedness and obligations) to Amaranth whether evidenced by the Note and Warrant Purchase Agreement or by any other agreements, documents and instruments executed in connection with the Note and Warrant Purchase Agreement or otherwise, (c) effective immediately upon the receipt of the payment of the Pay-Off Amount, releases, without representation or warranty, all security interests, mortgages and liens which it has in the assets of the Company, Holdco and any of their affiliates and any and all right, title and interest Amaranth may have in such assets, (d) acknowledges and agrees that upon Amaranth's receipt of the Pay-Off Amount the Company and Holdco (and any guarantors of the indebtedness and obligations of the Company and Holdco) have no further liabilities or obligations under the Note and Warrant Purchase Agreement, the other Note Documents or otherwise, except those liabilities and obligations that specifically survive the termination of the Note Documents and (e) acknowledges and agrees that upon Amaranth's receipt of the Pay-Off Amount, Generation Capital Partners II LP and its affiliates will have no obligations or liabilities under the Note and Warrant Purchase Agreement dated as of December 21, 2006 between Generation Capital Partners II LP and Amaranth.

Notwithstanding the foregoing paragraph or anything to the contrary contained in this agreement, the Company's and Holdco's indemnities in favor of Amaranth (which will no longer be secured after receipt of the Pay-Off Amount in accordance with the terms of this agreement) contained in the Note Documents survive the payment in full of the Notes and the termination of the Note Documents.

Upon Amaranth's receipt of the Pay-Off Amount in accordance with this agreement, the Company and Holdco are authorized to file terminations of all UCC and PPSA financing statements filed by or on behalf of Amaranth naming Holdco or any of its subsidiaries as the debtor. Amaranth agrees to execute and deliver to the Company or Holdco, without recourse or warranty of any kind, any releases, cancellations, discharges or other documentation as the Company or Holdco may reasonably request to evidence Amaranth's above-described release of security interests and liens in the assets and properties of the Company and Holdco and their affiliates and satisfaction of the obligations and liabilities under the Note and Warrant Purchase Agreement and the other Note Documents, and to deliver to the Company and Holdco the original Note and Warrants issued to Amaranth under the Note and Warrant Purchase Agreement and being repaid and repurchased hereunder.

Amaranth makes no representations, warranties, agreements or statements concerning the Company or Holdco, the business, financial condition, creditworthiness or prospects of the Company or Holdco or any other matter relating to the Company or Holdco or Amaranth's transactions with the Company and Holdco.

This agreement is governed by the laws of the State of New York. EACH OF THE PARTIES HERETO WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION TO ENFORCE, DEFEND, INTERPRET, OR OTHERWISE CONCERNING THIS AGREEMENT.

Very truly yours,

AMARANTH LLC
By: Amaranth Advisors LLC, its Manager

By: _____
Name: James G. Glynn
Title: Authorized Signatory

Agreed and accepted:

AGILITY RECOVERY SOLUTIONS INC.

By: RJB
Name: Robert T. Boyd
Title: President

AGILITY RECOVERY SOLUTIONS HOLDINGS INC.

By: RJB
Name: Robert T. Boyd
Title: President