

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334971

<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>
Phoenix Debtco, LLC		03/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palladium Group, Inc.		
<b>Street Address:</b>	55 Old Bedford Road		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01773		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2637639	BALANCED SCORECARD COLLABORATIVE	
<b>Registration Number:</b>	3669416	PALLADIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8772485100		
<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>	919.321.6245		
<b>Email:</b>	uspto@ti-law.com		
<b>Correspondent Name:</b>	Neal Wolgin		
<b>Address Line 1:</b>	PO Box 49309		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28277		
<b>ATTORNEY DOCKET NUMBER:</b>	17138 - RELEASE		
<b>NAME OF SUBMITTER:</b>	Neal Wolgin		
<b>SIGNATURE:</b>	/nw/		
<b>DATE SIGNED:</b>	03/13/2015		
<b>Total Attachments: 14</b>			
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#### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest (this “**Release**”) is made effective as of March 9, 2015, by and between Phoenix Debtco, LLC, a Delaware limited liability company (the “**Secured Party**”), and Palladium Group, Inc., a Delaware corporation (the “**Grantor**”).

WHEREAS, Palladium Group, Inc., a Delaware corporation with its principal place of business at 55 Old Bedford Road, Lincoln, MA 01773 (and formerly known as Balanced Scorecard Collaborative, Inc., “**BSC**”) is the owner of record of the trademarks and applications listed on the attached Exhibit TM, now registered in the United States Patent and Trademark Office (the “**Trademarks**”); and

WHEREAS, BSC changed its name to Palladium Group, Inc., as evidenced by a name change which was recorded by the United States Patent and Trademark Office (i) on May 23, 2005 against US Appl. No. 78581787 (now US Reg. No. 3669416) as shown at Reel/Frame 003089/0313, (ii) and on May 26, 2005 against US Reg. No. 2637639 as shown at Reel/Frame 003094/0078; and

WHEREAS, BSC entered into that certain Security Agreement dated as of March 31, 2005 (the “**Security Agreement**”), between BSC and Citizens Bank of Massachusetts, a trust company organized under the laws of Massachusetts with its principal office located at 28 State Street, Boston, MA 02109 (“**Citizens Bank of MA**”), and a true and correct copy of the Security Agreement was recorded by the United States Patent and Trademark Office on April 21, 2005, as shown at Reel/Frame 003149/0970;

WHEREAS, RBS Citizens, National Association (“**RBS Citizens**”), became the successor in interest to Citizens Bank of MA as the successor by merger with Citizens Bank of MA, as evidenced by the certificate of merger attached hereto as Exhibit 1, now; and

WHEREAS, the Secured Party assumed the Security Agreement from RBS Citizens pursuant to that certain Assignment and Assumption Agreement dated February 17, 2011 (the “**Assumption Agreement**”), a copy of which is attached hereto as Exhibit 2; and

WHEREAS, the Secured Party desires to release its security interest in the Trademarks and terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby:

1. Releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Secured Party pursuant to the Security Agreement in the Trademarks more fully described on Exhibit TM to this Agreement, without recourse or representation or warranty, express or implied; and

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademarks to be signed by its duly authorized representative as of March 9, 2015.

Secured Party

Grantor

Phoenix Debtco, LLC

Palladium Group, Inc.

By: 

By: 

Name: Brian D. McCellan

Name: CHRISTOPHER J. MORRIS

Title: Managing Member

Title: CFO

**Exhibit 1**

{insert Citizens Bank Certificate of Merger}

**DO NOT  
CERTIFY**



The Commonwealth of Massachusetts  
Office of the Commissioner of Banks  
One South Station  
Boston, Massachusetts 02110

DEVAL L. PATRICK  
GOVERNOR  
TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR  
DANIEL O'CONNELL  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

DANIEL C. CRANE  
DIRECTOR, OFFICE OF  
CONSUMER AFFAIRS AND  
BUSINESS REGULATION  
STEVEN L. ANTONAKES  
COMMISSIONER OF BANKS

January 4, 2008

Eric R. Fischer, Esq.  
Goodwin Procter LLP  
Exchange Place  
Boston, MA 02109

S. A. L.  
000443539

Dear Mr. Fischer:

I have reviewed the attached photocopy of a Certificate of Merger issued by the Office of the Comptroller of the Currency (the "OCC") on September 18, 2007. The Certificate of Merger states that Citizens Bank of Massachusetts, Boston, Massachusetts, a Massachusetts chartered trust company ("CBM"), was merged, effective September 1, 2007 (the "Merger") with and into its affiliate bank, Citizens Bank, National Association, Albany, New York ("CBNA"). In connection with the Merger, CBNA changed its name to "RBS Citizens, National Association" and relocated its main office to Providence, Rhode Island.

The Division of Banks did not receive any application with respect to the Merger, did not review the transaction, and its approval by the Division was not required prior to consummation of the Merger. No approval was required by the Commonwealth pursuant to Massachusetts General Laws chapter 172, section 36, subsection B. As a result of the Merger, CBM ceased its legal existence as a Massachusetts chartered trust company. The merger took effect at 12:01 A.M. on September 1, 2007. In light of the foregoing, I hereby request that the Office of the Secretary of State of the Commonwealth of Massachusetts place this letter and the attached copy of the Certificate of Merger issued by the OCC on record with the Office of the Secretary of State.

**RECEIVED**

JAN 7 2008

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

Very truly yours,  
  
Steven L. Antonakes  
Commissioner of Banks

Attachment: OCC Certificate of Merger



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Comptroller of the Currency  
Administrator of National Banks

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Washington, DC 20219

### CERTIFICATE

I, John C. Dugan, Comptroller of the Currency, do hereby certify that the document hereto attached is a true and complete copy of the certificate recorded in this Office, evidencing the Merger of "Citizens Bank of Massachusetts," Boston, MA; "Citizens Bank of Connecticut," New London, CT; "Citizens Bank of Rhode Island," Providence, RI (CBRI); "Citizens Bank New Hampshire," Manchester, NH; "Citizens Bank," Wilmington, DE; "Charter One Bank, National Association," Cleveland, OH; "RBS National Bank," Bridgeport, CT; and "CCO Mortgage Corp.," Glen Allen, VA, into "Citizens Bank, National Association," Albany, New York, under the charter of the latter with the title "RBS Citizens, National Association," effective as of September 1, 2007. The resulting bank will designate the main office of CBRI, located at One Citizens Plaza, Providence, Rhode Island, 02903, as its main office.

IN TESTIMONY WHERE OF, I have hereunto  
subscribed my name and caused my seal of  
office to be affixed to these presents at the  
Treasury Department, in the City of Washington  
and District of Columbia, this September 18,  
2007.



*John C. Dugan*

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Comptroller of the Currency

TRADEMARK

REEL: 005477 FRAME: 0044



Comptroller of the Currency  
Administrator of National Banks

Northeastern District Office  
340 Madison Avenue, 5<sup>th</sup> Floor  
New York, New York 10017

Licensing Division  
Telephone No.: 212.790.4055  
Fax No.: 301.333.7016

August 30, 2007

Robin J. H. Maxwell, Esq.  
Partner  
Goodwin Procter LLP  
599 Lexington Avenue  
New York, NY 10022

Re: Application to merge seven affiliated banks and an affiliated non-bank corporation into Citizens Bank, National Association, Albany, New York, under the charter of the latter and with the title RBS Citizens, National Association  
Application Control Numbers: 2007-NE-02-012, 02-013, 12-0147  
Charter No.: 24571

Dear Ms. Maxwell:

This letter is the official certification of the Comptroller of the Currency ("OCC") to merge Citizens Bank of Massachusetts, Boston, MA; Citizens Bank of Connecticut, New London, CT; Citizens Bank of Rhode Island, Providence, RI ("CBRI"); Citizens Bank New Hampshire, Manchester, NH; Citizens Bank, Wilmington, DE; Charter One Bank, National Association, Cleveland, OH; RBS National Bank, Bridgeport, CT; and CCO Mortgage Corp., Glen Allen, VA, into Citizens Bank, National Association, Albany, New York, under the charter of the latter and with the title RBS Citizens, National Association, effective as of September 1, 2007. The Resulting Bank will designate the main office of CBRI located at One Citizens Plaza, Providence, Rhode Island 02903, as its main office.

This letter is the official authorization given to RBS Citizens, National Association to operate the branches of the target banks and the main office of the target banks and the acquiring bank as branches. A listing of each newly authorized branch and its assigned OCC branch number is attached.

TRADEMARK

REEL: 005477 FRAME: 0045



Robin J. H. Maxwell, Esq.  
Partner  
Goodwin Procter LLP  
Page 2

This letter is also the official OCC certification for RBS Citizens, National Association to increase its surplus from \$3,536,924,000.00 to \$15,295,317,000.00, as of September 1, 2007. The bank should change its legal lending limit calculation as of September 1, 2007.

If the combination does not occur as represented in your letter of August 23, 2007, this certification must be returned to the OCC.

Sincerely,

--Seal--



J. Greg Parvin  
Director for District Licensing

TRADEMARK

REEL: 005477 FRAME: 0046

**Exhibit 2**

{insert Assignment and Assumption Agreement}

**EXECUTION**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the "**Assignment**") is made as of February 17, 2011, by and between RBS CITIZENS, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Citizens Bank of Massachusetts) (the "**Bank**"), and PHOENIX DEBTCO, LLC, a Delaware limited liability company (the "**Purchaser**").

All capitalized terms not defined herein but defined in that certain Purchase, Sale and Assignment Agreement, dated of even date herewith (the "**Purchase and Sale Agreement**"), by and among (a) PALLADIUM GROUP, INC., a Delaware corporation (the "**Borrower**"), (b) PALLADIUM GROUP HOLDINGS, INC., a Delaware corporation (the "**Guarantor**" and collectively with the Borrower, the "**Obligors**"), (c) the Bank and (d) the Purchaser, shall have the meanings given to such terms in the Purchase and Sale Agreement.

In consideration of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Bank, the Bank hereby irrevocably sells, transfers, assigns, grants and conveys all of the Bank's right, title and interest in, (i) all of the rights, title, interests, commitments and Obligations of the Bank under the Loans and the documents listed and described in **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Loan Documents**") and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Bank (in its capacity as a Lender or Credit Agent against any Obligor or any affiliate thereof whether known or unknown, to the extent arising under or in connection with the Loan Agreement, the other Loan Documents, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing (the rights and obligations sold and assigned by the Bank to the Purchaser pursuant to clauses (i) and (ii) above being referred to herein collectively as the "**Assigned Interest**"), ALL WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESSED OR IMPLIED) OF ANY KIND, except as otherwise expressly set forth Sections 3.1.1 through 3.1.7 of the Purchase and Sale Agreement.

Upon request, but at no cost to the Bank, the Bank hereby covenants and agrees to execute any additional instruments of assignment and conveyance, and to take such other action as may be reasonably necessary in order to effectuate fully the transfer from the Bank to the Purchaser of each Loan Document and the rights evidenced thereby.

In consideration of the Loans and the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Purchaser, the Purchaser hereby purchases and assumes from the Bank the Assigned Interest.

This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (excluding the laws applicable to conflicts or choice of law).

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the undersigned has executed this Assignment under seal as of the date first written above.

WITNESS

Name: Peter G. Scarpicchio, VP

WITNESS:

\_\_\_\_\_  
Name:

**RBS CITIZENS, NATIONAL ASSOCIATION,**  
as successor by merger with Citizens Bank of  
Massachusetts

By: Peter Coates  
Peter Coates, Senior Vice President  
Its duly authorized officer

**PHOENIX DEBT CO, LLC**

By: \_\_\_\_\_  
Its duly authorized officer

*[Assignment and Assumption Agreement]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment under seal as of the date first written above.

WITNESS:

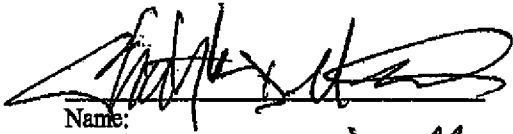
**RBS CITIZENS, NATIONAL ASSOCIATION,**  
as successor by merger with Citizens Bank of  
Massachusetts


\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
Peter Coates, Senior Vice President  
Its duly authorized officer

WITNESS:

**PHOENIX DEBT CO, LLC**

  
Name: \_\_\_\_\_  
Christopher D. Moras

By:  \_\_\_\_\_  
Its duly authorized officer

*[Assignment and Assumption Agreement]*

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ASSIGNMENT OF LOAN DOCUMENTS

from

RBS CITIZENS, NATIONAL ASSOCIATION

to

PHOENIX DEBTCO, LLC

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LIST OF LOAN DOCUMENTS

Exhibit A

1. Revolving Line of Credit and Term Loan Agreement dated as of March 31, 2005 by and between the Borrower and the Lender;
2. Amendment No. 1 to Revolving Line of Credit and Term Loan Agreement and Related Loan Documents dated as of August 18, 2005;
3. Amendment No. 2 to Revolving Line of Credit and Term Loan Agreement and Related Loan Documents dated as of May 5, 2006;
4. Third Amendment to Loan Agreement dated as of April 20, 2009 and effective in all respects as of January 15, 2009;
5. Fourth Amendment to Loan Agreement dated as of July 30, 2010 and effective in all respects as of June 30, 2010;
6. Fifth Amendment to Loan Agreement dated as of November 1, 2010;
7. The Revolving Line of Credit Promissory Note dated as of March 31, 2005, together with all allonges thereto;
8. The Term Loan Promissory Note dated as of March 31, 2005, together with all allonges thereto;
9. The Security Agreement;
10. The Guaranty of the Guarantor;
11. The Stock Pledge Agreement of the Guarantor pledging stock of Borrower to Lender, together with any and all stock certificates pledged to the Bank in connection therewith; and
12. The Eighth Forbearance Agreement; and

13. all other agreements, certificates, instruments and other documents (including, but not limited to, all promissory notes, pledge agreements, security agreements, intellectual property security agreements, financing statements, assignments, guaranties, control agreements, subordination agreements, officer's certificates, solvency certificates, indemnification agreements, property and liability insurance policies, disbursement instructions, commitment letters and other material written correspondence from the Bank to the Borrowers, which evidence, secure or otherwise relate to the Loans).

**Exhibit TM**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
BALANCED SCORECARD COLLABORATIVE	2637639	October 15, 2002
PALLADIUM	3669416	August 18, 2009