

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PRIVATEBANK AND TRUST COMPANY, AS ADMINISTRATIVE AGENT		04/20/2015	Banking Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	DIGI-STAR INVESTMENTS, INC.		
Street Address:	W5527 Hwy 106		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: DELAWARE		
Name:	DIGI-STAR ACQUISITION HOLDINGS, INC.		
Street Address:	W5527 Hwy 106		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: DELAWARE		
Name:	DIGI-STAR, LLC		
Street Address:	W5527 Hwy 106		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
Name:	DIGI-STAR HOLDINGS, INC.		
Street Address:	W5527 Hwy 106		
City:	Fort Atkinson		
State/Country:	WISCONSIN		
Postal Code:	53538		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			

OP \$65.00 2016057

Property Type	Number	Word Mark
Registration Number:	2016057	DIGI-STAR
Registration Number:	3059097	TMR TRACKER

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	056083-0001
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	04/20/2015

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”) is made as of April 20, 2015, by THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent for all the lenders party to the Credit Agreement (as defined below) (the “**Administrative Agent**”, and the “**Lenders**”, respectively), in favor of DIGI-STAR ACQUISITION HOLDINGS, INC. a Delaware corporation (as predecessor to Holdings), DIGI-STAR HOLDINGS, INC., a Delaware corporation (“**Holdings**”), DIGI-STAR LLC, a Wisconsin limited liability company and DIGI-STAR INVESTMENTS, INC., a Delaware corporation (collectively, the “**Grantors**”).

WHEREAS, the Grantors and/or their affiliates entered into that certain Credit Agreement with various financial institutions and the Administrative Agent, dated as of 18th of November, 2011, (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and that certain Guaranty and Collateral Agreement with the Administrative Agent, dated as of 18th of November, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”).

WHEREAS, pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, the Grantors entered into that certain Patent and Trademark Security Agreement with the Administrative Agent, dated as of 18th of November 2011, (as amended, restated, supplemented or otherwise modified from time to time, the “**Patent and Trademark Security Agreement**”), pursuant to which the Grantors granted to the Administrative Agent, for its benefit and the benefit of the Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following (amongst other patent-related assets), whether then owned or existing or later created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith; and

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(the “**Trademark Collateral**”).

WHEREAS, an executed copy of the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on November 18, 2011 at Reel No. 4663, Frame No. 0102; and

WHEREAS, the Grantors have requested that the Administrative Agent release any and all its liens, security interests, right, title and interest in the Trademark Collateral and reconvey any and all rights in the Trademark Collateral to the Grantors.

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

1. Releases any and all liens, security interests, right, title and interest of Administrative Agent granted pursuant to the Patent and Trademark Security Agreement in the Trademark Collateral, and re-assigns to the Grantors any and all right, title or interest it may have in the Trademark Collateral, without recourse or representation or warranty, express or implied, of any kind, and agrees to execute and deliver to the Grantors all other instruments and other documents as may be necessary or proper to effectuate and evidence the release of the security interest in the Trademark Collateral;

2. Agrees that any power of attorney or similar rights granted by the Grantors to the Administrative Agent under the Patent and Trademark Security Agreement is terminated;

3. Authorizes each Grantor or its nominee to (a) record this Release with the USPTO and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Administrative Agent in the Trademark Collateral; and

4. Requests that the USPTO and each other applicable governmental office and agency note and record the existence of the release hereby given.

[Signature Page Follows]

(Signature Page to Release of Security Interest in Trademarks)

IN WITNESS WHEREOF, THE PRIVATEBANK AND TRUST COMPANY as Administrative Agent has caused this Release of Security Interest in Trademarks to be executed this _____th day of April, 2015.

ADMINISTRATIVE AGENT:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: _____

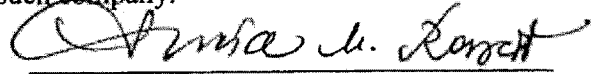
Its: _____

Michael F. Perry
Managing Director

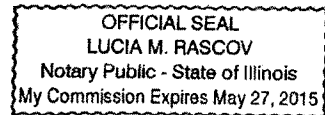
(Notary Page to Release of Security Interest in Trademarks)

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On the 16th day of APRIL 2015, before me personally came MICHAEL F. PERAP to me known, who being by me duly sworn, did depose and say, that he is MANAGING DIRECTOR of The PrivateBank and Trust Company and that the foregoing instrument was signed on behalf of such company.



Notary Public



Schedule 1

Owner	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Digi-Star LLC	DIGI-STAR	74/513,696	2016057	April 18, 1994	November 12, 1996
Digi-Star LLC	TMR TRACKER	78/580,711	3059097	March 4, 2005	February 14, 2006

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