# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM338833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Recorded 3/6/14 at Reel/Frame 5232/0415)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent		04/20/2015	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Daymon Worldwide Inc.
Street Address:	700 Fairfield Avenue
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION: DELAWARE

# **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	4692853	SAS RETAIL SERVICES
Registration Number:	4589419	ENGAGING PEOPLE, DRIVING SALES
Registration Number:	4582698	GALILEO GLOBAL BRANDING GROUP A DWW COMP
Registration Number:	4568949	INTERACTIONS
Registration Number:	4427534	COUPON CONCIERGE
Registration Number:	4178127	DAYMON DESIGN
Registration Number:	4120921	DAYMON WORLDWIDE
Registration Number:	4051669	DAYMON INTERACTIONS
Registration Number:	4014960	C CALIBER
Registration Number:	3887800	BE HEARD WORLDWIDE
Registration Number:	3887797	BE HEARD WORLDWIDE
Registration Number:	3773135	TRIPLE POINT
Registration Number:	3121460	DAYMON WORLDWIDE
Serial Number:	86105963	TRENDBLENDERS
Serial Number:	85790773	A DWW COMPANY
Serial Number:	85800032	BE HEARD LOYALTY

# **CORRESPONDENCE DATA**

TRADEMARK

**REEL: 005501 FRAME: 0313** 

900322233

**Fax Number:** 9192868199

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:** 919 286-8000

**Email:** PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.4917
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	04/21/2015

### **Total Attachments: 3**

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TRADEMARK REEL: 005501 FRAME: 0314

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 20, 2015 ("Release"), is made by CITIBANK, N.A., as Administrative Agent ("Administrative Agent"), in favor of DAYMON WORLDWIDE INC., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of February 28, 2014 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto and the Trademark Security Agreement dated as of February 28, 2014 ("Trademark Security Agreement") by and among the Grantor and Administrative Agent, Grantor granted to the Administrative Agent, for its benefit and the ratable benefit of the Lender Parties, a continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral; and

**WHEREAS,** the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 6, 2014 at Reel 5232 Frame 0415.

**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, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, hereby:
- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
  - (c) represents and warrants that it has full authority to execute and deliver this Release; and
  - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Further Assurances. Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

CITIBANK, N.A.,

as Administrative Agent

Name: Eduardo Missura

Title: Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS DAYMON WORLDWIDE INC. DAYMON WORLDWIDE INC.

### Schedule A

# Daymon Worldwide Inc. (Delaware Corporation)

# U.S. Trademarks Subject to Security Interest Granted by Daymon Worldwide Inc. In Favor of Citibank, N.A. Recorded March 6, 2014 at Reel 5232 Frame 0415

# **Registered Marks**

Mark	Reg. No.	Reg. Date
SAS RETAIL SERVICES	4692853	02/24/15
ENGAGING PEOPLE, DRIVING SALES	4589419	08/19/14
GALILEO GLOBAL BRANDING GROUP A DWW	4582698	08/12/14
COMPANY and Design		
INTERACTIONS	4568949	07/15/14
COUPON CONCIERGE	4427534	11/05/13
DAYMON DESIGN	4178127	07/24/12
DAYMON WORLDWIDE	4120921	04/03/12
DAYMON INTERACTIONS	4051669	11/08/11
C CALIBER and Design	4014960	08/23/11
BE HEARD WORLDWIDE and Design	3887800	12/07/10
BE HEARD WORLDWIDE	3887797	12/07/10
TRIPLE POINT	3773135	04/06/10
DAYMON WORLDWIDE	3121460	07/25/06

# **Pending Applications**

Mark		Filing Date
TRENDBLENDERS	86105963	10/30/13
A DWW COMPANY	85790773	11/29/12

# **Dead Application**

	Appl. No.	Filian Bate
BE HEARD LOYALTY	85800032	12/11/12

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**RECORDED: 04/21/2015** 

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