

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Recorded 3/6/14 at Reel/Frame 5232/0363)		
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:	Club Demonstration Services, Inc.		
Street Address:	700 Fairfield Avenue		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3943914	CDS	
Registration Number:	1612314	CLUB DEMONSTRATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	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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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 CLUB DEMONSTRATION SERVICES, INC., a Connecticut 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 0363.

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. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. 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

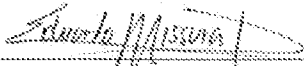
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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.

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

By: 
Name: Eduardo Missura
Title: Vice President

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
CLUB DEMONSTRATION SERVICES, INC.
DAYMON WORLDWIDE INC

TRADEMARK
REEL: 005501 FRAME: 0324

Schedule A

**Club Demonstration Services, Inc.
(Connecticut Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Club Demonstration Services, Inc.
In Favor of Citibank, N.A.
Recorded March 6, 2014 at Reel 5232 Frame 0363**

Registered Marks

Mark	Reg. No.	Reg. Date
CDS	3943914	04/12/11
CLUB DEMONSTRATION SERVICES	1612314	09/04/90