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ETAS ID: TM344505

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Agent		05/14/2015	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Mercer Advisors Inc.
Street Address:	1801 E. Cabrillo Blvd.
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93108
Entity Type:	CORPORATION: DELAWARE

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark		
Registration Number:	3654093	360° PLANNING		
Registration Number:	3700826	360º PLANNING		
Registration Number:	3832502	BLASTCAST		

## **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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:** 312-577-8438

**Email:** raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-100
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	06/12/2015

**Total Attachments: 3** 

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 14, 2015, by MADISON CAPITAL FUNDING LLC ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

## WITNESSETH:

WHEREAS, Mercer Advisors Inc., a Delaware corporation ("<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of April 12, 2013 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on <u>Schedule 1</u> hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 12, 2013, at Reel 5006, Frame 0042;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark or (ii) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By: Robert Douglass

Title: Director

# **SCHEDULE A**

# **Trademark Registrations**

Trademark	Registration Number	Registration Date	Jurisdiction
360° PLANNING	3654093	7/14/2009	USPTO
360° PLANNING	3700826	10/27/2009	USPTO
BLASTCAST	3832502	8/10/2010	USPTO

# **Trademark Applications**

Trademark	Application Number	Application Date	Jurisdiction
None.			

**RECORDED: 06/12/2015**