

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		06/25/2015	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Meritas, LLC		
Street Address:	630 Dundee Road		
Internal Address:	Suite 400		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3160682	MERITAS	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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:	(650) 251-5094		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Linda M. Nyberg, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001589/0001		
NAME OF SUBMITTER:	Linda M. Nyberg		
SIGNATURE:	/lmn/		
DATE SIGNED:	06/25/2015		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of June 25, 2015 by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Collateral Agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent"), in favor of MERITAS, LLC, a Delaware limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Loan Agreement (as defined below).

WHEREAS, reference is made to that certain Term Loan Agreement, dated as of July 23, 2014 (as amended, supplemented, replaced or otherwise modified from time to time the "Term Loan Agreement") among the Grantor, certain of its affiliates, the banks and other financial institutions and entities from time to time party thereto, Credit Suisse Securities (USA) LLC, as lead arranger and sole bookrunner, and the Collateral Agent, pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Intellectual Property Security Agreement, dated as of July 23, 2014 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on July 24, 2014 at reel/frame number 5328/0699;

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, certain other Loan Documents and the Intellectual Property Security Agreement, the Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, (collectively, the "Intellectual Property Collateral"):

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals,

and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

WHEREAS, the Collateral Agent desires to terminate and release the entirety of its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent, on behalf of the Secured Parties, hereby (i) terminates, releases and forever discharges its security interest in, to and under the Intellectual Property

Collateral granted pursuant to the Intellectual Property Security Agreement and any right, title or interest of the Collateral Agent in such security interest shall hereby terminate, cease and become void and (ii) transfers, assigns and conveys to the Grantor any right, title or interest of the Collateral Agent in, to or under the Intellectual Property Collateral, all without warranty by, or recourse to, the Collateral Agent or any Secured Party.

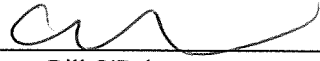
2. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

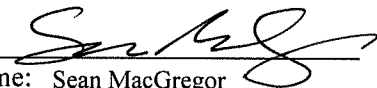
3. This release may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one Release.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: Bill O'Daly
Title: Authorized Signatory

By: 
Name: Sean MacGregor
Title: Authorized Signatory

SCHEDULE I

TO

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant	Lien Information
MERITAS	78585407	3/11/05	3160682	10/17/06	Registered	Meritas, LLC	N/A