

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Recorded 7/22/11 at Reel/Frame 4589/0069)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		07/31/2015	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nestor Sales, LLC		
Street Address:	7337 BRYAN DAIRY ROAD		
City:	LARGO		
State/Country:	FLORIDA		
Postal Code:	33777		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3016494	RACE WAY	
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:	031558.121		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	08/03/2015		
Total Attachments: 3			
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source=IP Termination and Release of Security Interest by PNC to Nestor Sales#page2.tif			

OP \$40.00 3016494

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

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 31, 2015 ("Release"), is made by PNC Bank, National Association, as Agent ("Agent") in favor of Nestor Sales, L.L.C., a Georgia limited liability company ("Borrower").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of March 30, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Borrower and the Agent, Borrower granted to the Agent, for its benefit and for the ratable benefit of each Lender ("Secured Parties"), a continuing security interest in and to and Lien on Borrower's trademarks, trademark applications, service marks, and goodwill ("Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, Borrower executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of March 30, 2009 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on July 22, 2011 at Reel 4589 Frame 0069.

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, Agent, on behalf of the Secured Parties, and Borrower agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

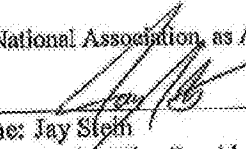
(b) authorizes the recordation of this Release with the USPTO at Borrower's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the 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.

Agent:

PNC Bank, National Association, as Agent

By:  _____

Name: Jay Steff

Title: Senior Vice President

Schedule A

Nestor Sales LLC
(Georgia Limited Liability Company)

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
RACEWAY and Design	3016494	11/22/05