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

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:	031558.121
NAME OF SUBMITTER:	John E. Slaughter, III
SIGNATURE:	/jes/
DATE SIGNED:	08/03/2015

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 July 31, 2015 ("Release"), is made by PNC Bank, National Association, as Agent ("Agent") in favor of Nestor Sales, LLC, 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 Stein
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