

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement (Recorded 4/7/03 at Reel/Frame 2706/0468)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank, as successor to Comerica Bank-California		08/05/2015	banking association: TEXAS
RECEIVING PARTY DATA			
Name:	Priority Fulfillment Services, Inc.		
Street Address:	505 Millennium Drive		
City:	Allen		
State/Country:	TEXAS		
Postal Code:	75013		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2345487	PFSWEB	
Registration Number:	2748162	PFSWEB	
Registration Number:	2740739	THE EVOLUTION OF OUTSOURCING	
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:	029925.165		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/jes/		
DATE SIGNED:	08/06/2015		
Total Attachments: 3			

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of August 5, 2015 by Comerica Bank, a Texas banking association, as successor to Comerica Bank-California ("Comerica") for the benefit of Priority Fulfillment Services, Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor and Comerica are parties to a certain Loan and Security Agreement dated March 28, 2003, as amended and restated by that certain First Amended and Restated Loan and Security Agreement dated December 29, 2004, as thereafter amended (collectively, the "Loan and Security Agreement"; capitalized terms used herein are used as defined in the Loan and Security Agreement), pursuant to which Comerica agreed to make certain loans and provide certain financial accommodations to the Grantor, as particularly set forth therein;

WHEREAS, in order to partially secure the Grantor's obligations to Comerica under the Loan and Security Agreement, the Grantor executed and delivered in favor of Comerica that certain Intellectual Property Security Agreement dated March 28, 2003 (the "Intellectual Property Security Agreement");

WHEREAS, pursuant to the Loan and Security Agreement and the Intellectual Property Security Agreement, Grantor granted and pledged to Comerica a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral, including the Trademarks described on Exhibit A attached hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues; divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "IP Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on April 7, 2003 at Reel 2706, Frame 0468; and

WHEREAS, all amounts owed by Grantor to Comerica have been paid in full and in connection therewith, Comerica has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Comerica hereto agrees as follows:

1. Termination of Collateral Assignment. Comerica hereby agrees that the Intellectual Property Security Agreement is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.

2. Release of Security Interest. Comerica hereby discharges and releases its security interest in the IP Collateral, including the Trademarks described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

3. Recording with USPTO. Comerica hereby authorizes the Grantor to file and record this Agreement with the USPTO.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

COMERICA BANK,
as successor to Comerica Bank-California

By: Charles Fell
Name: Charles Fell
Title: Vice President

EXHIBIT A

REGISTERED U.S. TRADEMARKS

Mark	Reg. No.	Reg. Date
PFSWEB	2345487	04/25/00
PFSWEB and Design	2748162	08/05/03
THE EVOLUTION OF OUTSOURCING	2740739	07/22/03