# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM355516

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Recorded 3/15/2002 at Reel/Frame 2460/0923)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/14/2015	national banking association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Maritz Holdings Inc. (f/k/a Maritz Inc.)	
Street Address:	1375 North Highway Drive	
City:	Fenton	
State/Country:	MISSOURI	
Postal Code:	63099	
Entity Type:	CORPORATION: MISSOURI	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2691626	DEALERPULSE
Registration Number:	2122049	VIRTUAL CUSTOMERS
Registration Number:	2043280	SPEAKBACK!

#### CORRESPONDENCE DATA

9192868199 Fax Number:

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:	017625-4749
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	09/18/2015

**Total Attachments: 3** 

**TRADEMARK** REEL: 005625 FRAME: 0868 source=TM Release Maritz Holding 0923#page1.tif source=TM Release Maritz Holding 0923#page2.tif source=TM Release Maritz Holding 0923#page3.tif

> TRADEMARK REEL: 005625 FRAME: 0869

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 14, 2015 ("<u>Release</u>"), is made by Bank of America, N.A. as Collateral Agent (the "<u>Agent</u>") in favor of Maritz Holdings Inc. (f/k/a/ Maritz Inc.), a Missouri corporation (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of March 6, 2002 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "2002 Security Agreement") and Trademark Security Agreement Addendum to Security Agreement dated as of March 6, 2002 (the "Addendum"), each by and among the Grantor and the Agent, Grantor granted to the Agent a Security Interest in Grantor's entire right, title and interest in and to the Trademark Collateral; and

**WHEREAS**, the Addendum was recorded at the United States Patent and Trademark Office (the "<u>USPTO</u>") on March 15, 2002 at Reel 2460 Frame 0923.

- **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 and Grantor (the "parties") agree as follows:
- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the 2002 Security Agreement or Addendum.
- **SECTION 2**. <u>Termination and Release</u>. Agent, 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 right, title, and interest in, to, and under the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the 2002 Security Agreement or Addendum; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademark Collateral not listed on Schedule A.

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Agent:

Bank of America, N.A., as Collateral Agent

By:\_

Name: Joan Mok

Title: Vice President

# Schedule A

# **U.S. Trademarks**

# **Registered Marks**

Mark	Reg. No.	Reg. Date
DEALERPULSE	2691626	02/25/03
VIRTUAL CUSTOMERS	2122049	12/16/97
SPEAKBACK!	2043280	03/11/97

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TRADEMARK
REEL: 005625 FRAME: 0872

**RECORDED: 09/18/2015**