# OP \$65.00 3637228

ETAS ID: TM356277

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Saratoga Investment Corp. SBIC LP, as Administrative Agent		09/03/2015	LIMITED PARTNERSHIP: DELAWARE

## **RECEIVING PARTY DATA**

Name:	ATHOMENET, INC.		
Street Address:	400 S. Colorado Blvd., #790		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80246		
Entity Type:	CORPORATION: GEORGIA		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3637228	ATHOMENET	
Registration Number:	3665402	ATHOMENET	

### CORRESPONDENCE DATA

**Fax Number:** 3128637867

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:** 3128637267

**Email:** jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.336
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	09/25/2015

**Total Attachments: 3** 

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TRADEMARK
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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 3, 2015 ("Release"), is made by SARATOGA INVESTMENT CORP. SBIC LP, as successor administrative agent to MCG CAPITAL CORPORATION, as administrative agent ("Administrative Agent") in favor of ATHOMENET, INC., a Georgia corporation ("Grantor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 9, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantors party thereto and the Administrative Agent, each Grantor granted to the Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in such Grantor's right, title and interest in and to all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the ratable benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of May 9, 2013 ("Notice"), which was recorded at the United States Patent and Trademark Office ("USPTO") on May 10, 2013 at Reel 5025 Frame 0591; and

WHEREAS, pursuant to the resignation of MCG Capital Corporation, as administrative agent ("Resigning Agent"), and appointment of Saratoga Investment Corp. SBIC LP as successor administrative agent ("Successor Agent"), the Resigning Agent and Successor Agent entered into the Intellectual Property Security Interest Assignment Agreement dated as of September 30, 2014 ("IPSIAA"), which was recorded at the USPTO on December 18, 2014 at Reel 5421 Frame 0679.

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, Administrative Agent, on behalf of the Lenders, and Grantor 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 Security Agreement, Notice, or IPSIAA.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Lenders, 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 Grantor's right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, Notice, or IPSIAA; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

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

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TRADEMARK REEL: 005630 FRAME: 0330 IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

SARATOGA INVESTMENT CORP. SBIC LP, as successor administrative agent to MOG CAPITAL CORPORATION, as

administrative agent

Name: Hichael

Title: President

IP RELEASE TRADEMARKS ATHOMENET, INC.

TRADEMARK REEL: 005630 FRAME: 0331

## Schedule A

# AtHomeNet, Inc. (Georgia Corporation)

# U.S. Trademarks

## Registered Marks

Mark	Reg. No.	Reg. Date
ATHOMENET	3637228	06/16/09
ATHOMENET and Design	3665402	08/11/09

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**RECORDED: 09/25/2015**