

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the Collateral Agent		11/19/2015	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BluePearl Holdings, LLC		
Street Address:	10623 NE 68th Street		
Internal Address:	Mail Code: WA3-132-01-01 - Houghton Banking Center - Agency Management		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4114642		
Registration Number:	3834838	BLUEPEARL	
Registration Number:	3827198		
Registration Number:	3780580	MOXIE CENTER	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	25690-828RELEASEBLUEPEARL		
NAME OF SUBMITTER:	Andrea Walker		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	11/23/2015		

CH \$115.00 4114642

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of November 19, 2015 (this "Release"), is made by Bank of America, N.A., in its capacity as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacity, "Collateral Agent"), in favor of BluePearl Holdings, LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of January 12, 2015, among Collateral Agent and Grantor and other grantors party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor granted to Collateral Agent a security interest in the Trademark Collateral.

WHEREAS, in accordance with the Security Agreement, Grantor and Collateral Agent entered into that certain Trademark Security Agreement, dated as of January 12, 2015 (the "Trademark Security Agreement"), pursuant to which Grantor, granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, whether then owned or existing or thereafter acquired, developed, created or arisen and wherever located other than Excluded Property (collectively, the "Trademark Collateral"):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks");

(ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 12, 2015, at Reel 5438 / Frame 0980; and

WHEREAS, Collateral Agent has agreed to terminate the Trademark Security Agreement and release its security interest in all such Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. Collateral Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all liens and security interests that it has in, to and under the Trademark Collateral.

2. Authorization to Record. Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

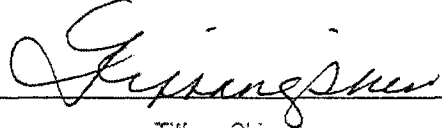
3. Further Assurances. Collateral Agent shall take all further actions and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release, at Grantor's sole expense, and without representation or warranty by Collateral Agent.

4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

Executed as of the 19th day of November, 2015.

COLLATERAL AGENT:

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

By: 

Name: Tiffany Shin

Title: Assistant Vice President

Signature Page to Release of Security Interest in Trademarks



TRADEMARK

REEL: 005674 FRAME: 0497

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

RELEASED TRADEMARKS

U.S. Trademarks:

REGISTERED OWNER	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
BluePearl Holdings, LLC	(Miscellaneous Design) 	4,114,642	03/20/2012
BluePearl Holdings, LLC	BLUEPEARL	3,834,838	08/17/2010
BluePearl Holdings, LLC	(Miscellaneous Design) 	3,827,198	08/03/2010
BluePearl Holdings, LLC	MOXIE CENTER	3,780,580	04/27/2010

Schedule A to Release of Security Interest in Trademarks