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ETAS ID: TM364380

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
MADISON CAPITAL FUNDING LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Creative Group, Inc.		
Street Address:	619 N. Lynndale Drive		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54912		
Entity Type:	CORPORATION: WISCONSIN		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1754151	CREATIVE GROUP, INC.	

CORRESPONDENCE DATA

Fax Number: 4154391500

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: 4154394307

Email: becky.prock@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1:555 California Street, Ste 2700Address Line 2:ATTN: Becky Prock, Legal AssistantAddress Line 4:San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	DIRECT TRAVEL 2 (BP/HS)	
NAME OF SUBMITTER:	Becky Prock	
SIGNATURE:	//Becky Prock//	
DATE SIGNED:	12/02/2015	

Total Attachments: 4

source=Direct Travel - EXECUTED - Trademark Release (Creative Group)#page1.tif source=Direct Travel - EXECUTED - Trademark Release (Creative Group)#page2.tif source=Direct Travel - EXECUTED - Trademark Release (Creative Group)#page3.tif

TRADEMARK 900346099 REEL: 005680 FRAME: 0965 source=Direct Travel - EXECUTED - Trademark Release (Creative Group)#page4.tif

TRADEMARK REEL: 005680 FRAME: 0966 RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is

made as of this 1st day of December 2015, by MADISON CAPITAL FUNDING LLC, in its

capacity as agent ("Agent"), in favor of CREATIVE GROUP, INC., a Wisconsin corporation

("Company"). Capitalized terms not defined herein shall have the meanings ascribed to such

terms in the Collateral Agreement (as defined below).

WHEREAS, Company, Agent and the other parties thereto entered into that

certain Amended and Restated Guarantee and Collateral Agreement, dated as of September 19,

2011 (including all annexes, exhibits or schedules thereto, as from time to time amended,

restated, supplemented or otherwise modified, the "Collateral Agreement"), which required the

parties to enter into the Trademark Security Agreement (defined below);

WHEREAS, Company, Agent and the other parties thereto entered into that

certain Trademark Security Agreement, dated as of March 31, 2015 (the "Trademark Security

Agreement"), to record the security interest in all of Company's right, title and interest in, to and

under (a) all of its registered Trademarks set forth on set forth on Schedule A hereto, (b) all

reissues, continuations or extensions of the foregoing, (c) subject to the Collateral Agreement, all

goodwill of the business connected with the use of, and symbolized by, each Trademark, and (d)

subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation,

any claim by Company against third parties for past, present or future (i) infringement or dilution

of any Trademark or (ii) injury to the goodwill associated with any Trademark (collectively, the

"Trademark Collateral");

WHEREAS, Grantor has satisfied the terms of the Collateral Agreement and

requests a specific release of the security interest granted and recorded against the Trademark

Collateral.

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TRADEMARK REEL: 005680 FRAME: 0967 Reference is made to that certain Payoff Letter dated as of November 30, 2015 by

and among Agent, the Company and certain affiliates of the Company party thereto (the "Payoff

Letter").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of

which are hereby acknowledged, subject to the terms and conditions of the Payoff Letter, Agent

hereby terminates the Trademark Security Agreement (recorded with the United States Patent

and Trademark Office on March 31, 2015 at Reel/Frame 5488/0327) and releases and re-assigns

to Company its liens on and security interests in and other right, title and interest it may have in,

to and under the Trademark Collateral, together with the goodwill of the business symbolized

thereby.

[Signature Page Follows]

Trademark Release – Creative Group

IN WITNESS HEREOF, Agent has caused this Release to be duly executed, on behalf of itself and the Lenders, by its duly authorized officer as of the day and year first above written.

MADISON CAPITAL FUNDING LLC, as Agent

Ву: _

Name:

SCHEDULE A

Grantor		Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Creative Group, Inc.	CREATIVE GROUP, INC.	74220656	1754151	11/12/1991	02/23/1993

TRADEMARK REEL: 005680 FRAME: 0970

RECORDED: 12/02/2015