

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFLT Funding II, LLC (successor-in-interest to MCG Capital Corporation), as collateral agent		11/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cherry Hill Photo Enterprises, Inc		
Street Address:	4 EAST STOW ROAD		
City:	MARLTON		
State/Country:	NEW JERSEY		
Postal Code:	08053		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1060473	UNIVERSITY OF SANTA CLAUS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7814		
Email:	ahergott@vedderprice.com		
Correspondent Name:	Anita Hergott		
Address Line 1:	222 N.LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180000102		
NAME OF SUBMITTER:	Anita Hergott		
SIGNATURE:	/Anita Hergott/		
DATE SIGNED:	12/03/2015		
Total Attachments: 4			
source=Keystone - Release of Trademark Security Interest(20216042_1)#page1.tif			
source=Keystone - Release of Trademark Security Interest(20216042_1)#page2.tif			
source=Keystone - Release of Trademark Security Interest(20216042_1)#page3.tif			

CH \$40.00 1060473

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of November 25, 2015, and granted by PFLT Funding II, LLC, a Delaware limited liability company and successor-in-interest to MCG Capital Corporation (the “**Collateral Agent**”), as collateral agent for the secured parties under the Loan Agreement referred to below (the “**Secured Parties**”), in favor of Cherry Hill Photo Enterprises, Inc., a Delaware corporation (the “**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Facility Agreement (as amended and modified from time to time, the “**Loan Agreement**”), dated as of August 31, 2006, by and among the Grantor, Cherry Hill Holdings, Inc., a Delaware corporation (“**Holdings**”), each of the direct and indirect Subsidiaries of Grantor and Holdings, each financial institution that from time to time is a lender thereunder (each, a “**Lender**”, and collectively, the “**Lenders**”) and Collateral Agent in its capacity as administrative agent for the Lenders, the Grantor executed and delivered to the Collateral Agent that certain Security Agreement (as the same may be amended, modified, extended or restated from time to time, “**Security Agreement**”), dated as of August 31, 2006, by and among the Grantor, Holdings and Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3398, Frame 0737 on September 28, 2006; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the

Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PFLT FUNDING II, LLC,
as Collateral Agent

By: 

Name: Aviy Efrat

Title: Chief Financial Officer

Address for Notices:

c/o PennantPark Investment Advisers, LLC

590 Madison Avenue, 15th Floor

New York, NY 10022

[Signature page to Trademark Release of Security Interest]

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Trademarks	Serial No. / Registration No.
Cherry Hill Photo Enterprises, Inc.	UNIVERSITY OF SANTA CLAUS	73041186 / 1060473