

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PFLT Funding II, LLC, a Delaware limited liability company and successor-in-interest to MCG Capital Corporation, the successor-in-interest to MCG Finance Corporation, the Lender		12/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Edgell Publications, Inc.		
Street Address:	4 Middlebury Blvd		
City:	Randolph		
State/Country:	NEW JERSEY		
Postal Code:	07869		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2407477	SELLING CHRISTMAS DECORATIONS	
Registration Number:	2368467	SELLING HALLOWEEN	
Registration Number:	2368466	GREETINGS ETC.	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mtily@fdh.com		
Correspondent Name:	Michael Tily		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Michael Tily		
SIGNATURE:	/s/ Michael Tily		
DATE SIGNED:	12/16/2015		

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Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of December 15, 2015, and granted by PFLT Funding II, LLC, a Delaware limited liability company and successor-in-interest to MCG Capital Corporation, the successor-in-interest to MCG Finance Corporation (the “**Lender**”), as lender under the Term Loan Note referred to below (the “**Secured Parties**”), in favor of Edgell Communications, Inc., a New Jersey corporation as successor-in-interest to Edgell Publications, Inc. (the “**Grantor**”), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Term Loan Note by the Grantor in favor of Lender, the Grantor executed and delivered to Lender that certain Security Agreement (as the same may be amended, modified, extended or restated from time to time, “**Security Agreement**”), dated as of February 18, 2000, by and between the Grantor and Lender;

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to Lender 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 2040, Frame 0795 on February 24, 2000; and

WHEREAS, the Grantor has requested that the Lender 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 Lender 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, Lender hereby states as follows:

1. Release of Security Interest. Lender, on behalf of itself and its 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. Lender 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender 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 Lender

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.
Edgell Publications, Inc.	SELLING CHRISTMAS DECORATIONS	75752848/2407477
Edgell Publications, Inc.	SELLING HALLOWEEN	75752847/2368467
Edgell Publications, Inc.	GREETING ETC.	75752843/2368466