# OP \$40.00 3830179

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM369809 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** Termination and Release of Trademark

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, As Agent		11/24/2015	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Xpanxion, LLC	
Street Address:	Address: 333 North Point Center East	
Internal Address:	rnal Address: Suite 270	
City:	Alpharetta	
State/Country:	GEORGIA	
Postal Code:	30022	
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA	

### **PROPERTY NUMBERS Total: 1**

Property Type		Number	Word Mark	
	Registration Number:	3830179	XPANXION	

# **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160798
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	01/20/2016

## **Total Attachments: 3**

source=20160119134857929 .TR#page2.tif source=20160119134857929 .TR#page3.tif

TRADEMARK REEL: 005712 FRAME: 0567 source=20160119134857929 .TR#page4.tif

TRADEMARK
REEL: 005712 FRAME: 0568

# TERMINATION AND RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK AND PATENT SECURITY AGREEMENT (this "Termination"), is dated as of November 24, 2015, and made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent under the below-defined Security Agreement ("Grantee") to XPANXION, LLC, a Georgia limited liability company ("Grantor").

WHEREAS, pursuant to that certain Trademark and Patent Security Agreement dated as of May 8, 2014, made by Grantor in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantor to Grantee in certain collateral, including the Trademark / Patent Collateral (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark and Patent Division of the United States Patent and Trademark Office on May 16, 2014, at Reel 5281 and Frame 0815; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

- 1. <u>Definitions.</u> The term "Trademark / Patent Collateral," as used herein, shall mean the Trademarks and Patents set forth in the Security Agreement and shall include all of the Grantor's right, title and interest in all of Grantor's trademarks, trademark applications, patents and patent applications, (such trademarks and trademark applications, the "<u>Trademarks</u>" and such patents and patent applications, the "<u>Patents</u>"), including but not limited to those Trademarks and Patents listed on <u>Schedule I</u> annexed hereto, and all reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.
- 2. <u>Release of Security Interest</u>. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademark / Patent Collateral and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Trademark / Patent Collateral.

[remainder of page intentionally blank]

074658.01904/101738642v.2

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Robert Fuertes

Title: Assistant Vice President

# SCHEDULE I

Applicant/Owner	Mark	County/Register	Current Status	Registration # (if any)	Application Serial No.
Ynanvion I.I.C	Xpanxion	USA	Active	3,830,179	77-708-895

074658.01904/101738642v.2

**RECORDED: 01/20/2016** 

TRADEMARK
REEL: 005712 FRAME: 0571