

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Domestic Administrative Agent		03/08/2016	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Formation, Inc.		
<b>Street Address:</b>	121 Whittendale Drive		
<b>City:</b>	Moorestown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08057		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3877197	SWIZZLE	
<b>Registration Number:</b>	3437230	SLANT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.027415		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter		
<b>SIGNATURE:</b>	/John E. Slaughter/		
<b>DATE SIGNED:</b>	03/09/2016		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 8, 2016 (“Release”), is made by **BANK OF AMERICA, N.A.**, as domestic administrative agent (“Domestic Administrative Agent”) in favor of **FORMATION, INC.**, a New Jersey corporation (“Grantor”).

**WHEREAS**, pursuant to that certain Domestic Security Agreement dated as of February 29, 2008 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantors party thereto and the Domestic Administrative Agent, each Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, the “Trademark Collateral”);

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Domestic Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of February 29, 2008 (“Notice”);

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office (“USPTO”) on February 13, 2009 at Reel 3935 Frame 0815; and

**WHEREAS**, it has been determined that the security interest granted in the Trademark Collateral listed on Schedule A attached hereto was granted in error.

**NOW THEREFORE**, to correct the erroneous grant of security interest in the Trademark Collateral listed on Schedule A attached hereto, Domestic Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Domestic Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademark Collateral listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

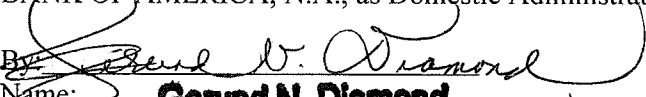
**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademark Collateral not listed on Schedule A.

**IN WITNESS WHEREOF**, the Domestic Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Domestic Administrative Agent:

BANK OF AMERICA, N.A., as Domestic Administrative Agent

By:   
Name: **Gerund N. Diamond**  
Title: *Founding Vice President*

**Schedule A**

**U.S. Trademarks Subject to Security Interest  
Granted by Formation, Inc.  
In Favor of Bank of America, National Association, as Domestic Administrative Agent  
Recorded February 13, 2009 at Reel 3935 Frame 0815**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
SWIZZLE	3877197	11/16/10
SLANT	3437230	05/27/08