

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		03/17/2016	National Association:
RECEIVING PARTY DATA			
Name:	Lendmark Financial Services, LLC		
Street Address:	2118 Usher St.		
City:	Covington		
State/Country:	GEORGIA		
Postal Code:	30014		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2664006	LENDMARK FINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Paige Amundson		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	168240/6		
NAME OF SUBMITTER:	Paige Amundson		
SIGNATURE:	/Paige Amundson/		
DATE SIGNED:	03/17/2016		
Total Attachments: 5			
source=NYCSR07A-#1941908-v2-Trademark_Release_Agreement_(EXECUTED)#page1.tif			
source=NYCSR07A-#1941908-v2-Trademark_Release_Agreement_(EXECUTED)#page2.tif			
source=NYCSR07A-#1941908-v2-Trademark_Release_Agreement_(EXECUTED)#page3.tif			
source=NYCSR07A-#1941908-v2-Trademark_Release_Agreement_(EXECUTED)#page4.tif			

CH \$40.00 2664006

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of March 17, 2016, is made by BANK OF AMERICA, N.A., with offices located at 4 Sentry Parkway, PA 7-504-02-03, Blue Bell, PA 19422 as Administrative Agent (the “Assignor”), in favor of LENDMARK FINANCIAL SERVICES, LLC, a Georgia limited liability company with offices located at 2118 Usher Street, Covington, GA 30014 (the “Assignee”).

W I T N E S S E T H:

WHEREAS, the Assignee and Assignor and Goldman Sachs Bank USA (each, a “Co-Collateral Agent” and together, collectively, the “Co-Collateral Agents”) and other Borrowers, Guarantors, and Lenders are parties to (i) that certain Loan and Security Agreement, dated as of October 11, 2013 (the “Original Agreement”), as amended and restated by that certain Amended and Restated Loan and Security Agreement, dated August 25, 2015 (as so amended and restated, the “Loan Agreement”) and (ii) that certain Trademark Security Agreement, dated as of October 11, 2013 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee granted a continuing security interest in and Lien upon any and all right, title and interest of the Assignee in and to the following, whether then owned or thereafter acquired and wherever located, including (collectively, the “Trademark Collateral”):

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos and other indications of origin, and, in each case, all common-law rights related thereto, all goodwill associated therewith, all registrations and recordings thereof and all applications therefor, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United State, any state thereof or any other country or any political subdivision thereof; and
- (b) all renewals thereof ((a) and (b) collectively, the “Trademarks”), including without limitation the Trademark described on Schedule I hereto.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 11, 2013, at Reel/Frame No. 5129/0619; and

WHEREAS, the Assignee desire that the Assignor terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

SECTION 2. Termination and Release. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing security interest in and Lien upon the Trademark Collateral, including the Trademark described on Schedule I hereto, and reassigns and transfers to the Assignee all right, title and interest that the Assignor may have in the Trademark Collateral.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative, to record this Release with the United States Patent and Trademark Office.

SECTION 4. Further Assurances. The Assignor hereby agrees to duly execute and deliver to the Assignee any further documents and to do such other acts that the Assignee (or their respective agents or designees) reasonably request, at the Assignee's sole cost and expense, in order to confirm this Release and the Assignee's right, title and interest in the Trademark Collateral.

SECTION 5. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

BANK OF AMERICA, N.A., as Assignor

By: Bruce Jenks
Name: Bruce Jenks
Title: Senior Vice President

**LENDMARK FINANCIAL SERVICES,
LLC, as Assignee**

By: _____
Name: Robert Aiken
Title: President and Chief Executive
Officer

Lendmark - Signature Page to
Release of Security Interest in Trademarks

1163104-NYCSR01A - MSW


TRADEMARK
REEL: 005753 FRAME: 0078

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Release to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

BANK OF AMERICA, N.A., as Assignor

By: _____
Name:
Title:

**LENDMARK FINANCIAL SERVICES,
LLC, as Assignee**

By:  _____
Name: Robert Aiken
Title: President and Chief Executive
Officer

Lendmark - Signature Page to
Release of Security Interest in Trademarks

1163104-NYCSR01A - MSW

TRADEMARK
REEL: 005753 FRAME: 0079

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
US	LENDMARK FINANCIAL SERVICES	2,664,006	12/17/2002	Lendmark Financial Services, LLC	Registered

[Schedule I to Release of Security Interest in Trademarks]

1163104-NYCSR01A - MSW

RECORDED: 03/17/2016

TRADEMARK
REEL: 005753 FRAME: 0080