

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THL Corporate Finance, Inc., as Agent		03/31/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hart Intercivic, Inc.		
<b>Street Address:</b>	15500 Wells Port Drive		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78728		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2837160	BALLOT NOW	
<b>Registration Number:</b>	2978082	ESLATE	
<b>Registration Number:</b>	1589926	HART FORMS & SERVICES	
<b>Registration Number:</b>	3305756	HART INTERCIVIC	
<b>Registration Number:</b>	3255209	HART INTERCIVIC	
<b>Registration Number:</b>	3613926	VBO	
<b>Registration Number:</b>	3058690	ESLATE	
<b>Registration Number:</b>	2906270	H	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	73675/030		

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<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	04/04/2016
<b>Total Attachments: 3</b> source=Trademark Termination#page1.tif source=Trademark Termination#page2.tif source=Trademark Termination#page3.tif	

TERMINATION OF SECURITY INTEREST  
(TRADEMARK)

THIS TERMINATION OF SECURITY INTEREST (this "Termination"), is dated as of March 31, 2016 and is made by THL Corporate Finance, Inc., a Delaware corporation, as agent on behalf of the Lenders (in such capacity, together with its successors and assigns, the "Agent") under the Intellectual Property Security Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Intellectual Property Security Agreement.

**WHEREAS**, pursuant to that certain Intellectual Property Security Agreement (Trademark) dated as of July 1, 2011 made by Hart Intercivic, Inc., a Texas corporation (the "Grantor"), in favor of the Agent (the "Intellectual Property Security Agreement"), the Grantor granted to the Agent a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under its owned or thereafter acquired Trademarks, including those set forth on the attached Schedule A, and all of the goodwill of the business associated with the Trademarks (the "Trademark Collateral"); and

**WHEREAS**, the Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 7, 2011, at Reel 004577 and Frame 0305; and

**WHEREAS**, the Grantor has requested, and the Agent has agreed, to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its Security Interest in the Trademark Collateral (the "Released Collateral").


**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and Security Interest created under the Intellectual Property Security Agreement and in the Released Collateral, (b) release its Security Interest in the Released Collateral, (c) discharge any and all rights, title and interest it has in the Released Collateral, and all of the goodwill of the business associated with the Released Collateral, and (d) assign, transfer and convey to Grantor any interest in such intellectual property.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the undersigned has executed this Termination of Security Interest by its duly authorized officer as of the date first written above.

**ASSIGNEE:**

**THL CORPORATE FINANCE, INC.,**  
as Agent

By:   
Name: Terrence W. Olson  
Title: Chief Financial Officer

[Signature Page to Termination of Security Interest (Trademark)]

**TRADEMARK**  
**REEL: 005764 FRAME: 0386**

Schedule A

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
<u>BALLOT NOW</u>	<u>2837160</u>	<u>April 27, 2004</u>
<u>ESLATE</u>	<u>2978082</u>	<u>July 26, 2005</u>
<u>HART FORMS &amp; SERVICES</u> (with design)	<u>1589926</u>	<u>April 3, 1990</u>
<u>HART INTERCIVIC</u>	<u>3305756</u>	<u>October 9, 2007</u>
<u>HART INTERCIVIC</u>	<u>3255209</u>	<u>June 26, 2007</u>
<u>VBO</u>	<u>3613926</u>	<u>April 28, 2009</u>
<u>ESLATE</u>	<u>3058690</u>	<u>February 14, 2006</u>
(Stylized "h" logo)	<u>2906270</u>	<u>November 30, 2004</u>