# CH \$65.00 35558

ETAS ID: TM380685

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest Recorded at Reel/Frame 4777/0569

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		04/13/2016	Banking corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	HALO Branded Solutions, Inc.	
Street Address:	1980 Industrial Drive	
City:	Sterling	
State/Country:	ILLINOIS	
Postal Code:	61081	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3555859	BRIGHT IDEAS. BRILLIANT RESULTS.	
Registration Number:	3037295	HALO CUSTOM PRODUCTS	

#### **CORRESPONDENCE DATA**

Fax Number: 3128622200

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:** 3128628738

**Email:** michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle Street
Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	37869-242 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	04/14/2016

#### **Total Attachments: 3**

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TRADEMARK REEL: 005771 FRAME: 0602

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of April 13, 2016 (the "Effective Date") by Fifth Third Bank, an Ohio banking corporation ("Agent") in favor of HALO Branded Solutions, Inc., a Delaware corporation ("Grantor"). Each of Grantor and Agent may be referred to as a "Party" or collectively, as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Credit Agreement (as defined below).

WHEREAS, Grantor, Agent and other parties thereto are parties to (i) that certain Credit and Guaranty Agreement, dated May 1, 2012 (the "Credit Agreement"), (ii) that certain Security Agreement, dated May 1, 2012 (the "Security Agreement"), and (iii) that certain Grant of Security Interest in Trademarks Rights, dated May 1, 2012 (the "Trademark Security Agreement"), whereby Agent and the Lenders agreed to extend to the Borrowers thereunder certain credit accommodations and Grantor agreed to grant to Agent a security interest in all of its trademarks, including those set forth on Exhibit A attached hereto, together with all goodwill associated with such trademarks (collectively, the "Trademarks");

WHEREAS Grantor recorded the Trademark Security Agreement with the U.S. Patent and Trademark Office ("<u>USPTO</u>") on May 10, 2012 at Reel/Frame No. 4777/0569; and

WHEREAS, Grantor has fulfilled all of its Obligations under the Credit Agreement, the Security Agreement, and the Trademark Security Agreement, each as amended and supplemented, and now wishes for Agent to release all of its right, title, and interest in and to the Trademarks and the security interests attached thereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1. <u>Release</u>. Agent hereby agrees that Grantor has fulfilled its Obligations under the Credit Agreement, and hereby terminates the Trademark Security Agreements. Agent hereby unconditionally, irrevocably and expressly releases, terminates, extinguishes, and waives its liens, the security interest granted on the Trademarks, including those set forth on <u>Exhibit A</u> and any other interest it may have in, to, or under the Trademarks.
- 2. <u>Further Assurances</u>. Agent consents and agrees to execute and deliver, at the request of Grantor, such further instruments, documents and release forms as Grantor may reasonably request to more effectively release, terminate and extinguish any such liens and security interests upon such Trademarks.

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TRADEMARK
REEL: 005771 FRAME: 0603

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the Effective Date.

FIFTH THIRD BANK,

as Agent

By: \_\_\_\_

Name: Carrie Glick
Title: Vice President

**REEL: 005771 FRAME: 0604** 

# EXHIBIT A

# SCHEDULE OF TRADEMARKS

# TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
BRIGHT IDEAS. BRILLIANT RESULTS.	3,555,859	Jan 6, 2009
HALO CUSTOM PRODUCTS	3,037,295	Jan 3, 2006

## TRADEMARK APPLICATIONS

None.

KE 40640183.3

**RECORDED: 04/14/2016** 

TRADEMARK REEL: 005771 FRAME: 0605