### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM393569

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPITALSOUTH PARTNERS SBIC FUND III, L.P.		08/02/2016	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MERLIN INTERNATIONAL, INC.	
Street Address:	4B Inverness Court East	
Internal Address:	SUITE 100	
City:	Englewood	
State/Country:	y: COLORADO	
Postal Code:	80112	
Entity Type:	Corporation: COLORADO	

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

Property Type Number		Word Mark	
Registration Number:	3872717	MERLIN	
Registration Number: 4257072 MERLIN SECURE.PERFORMANCE		MERLIN SECURE.PERFORMANCE	

#### **CORRESPONDENCE DATA**

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com KING & SPALDING **Correspondent Name:** Address Line 1: 100 N TRYON STREET

Address Line 2: **SUITE 3900** 

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	02532.015038
NAME OF SUBMITTER:	VICKY R. BANTUG
SIGNATURE:	/VICKY R, BANTUG/
DATE SIGNED:	08/02/2016

**Total Attachments: 3** 

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**TRADEMARK** REEL: 005846 FRAME: 0962 source=Merlin - Trademark Release#page2.tif source=Merlin - Trademark Release#page3.tif

TRADEMARK REEL: 005846 FRAME: 0963

#### RELEASE OF SECURITY INTERESTS

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of August 2 , 2016, is made by CAPITALSOUTH PARTNERS SBIC FUND III, L.P., a Delaware limited partnership, as administrative and collateral agent for the lenders ("Secured Party").

WHEREAS, MERLIN INTERNATIONAL, INC., a Colorado corporation ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of December 15, 2014, (the "Agreement"), which was recorded with The United States Patent and Trademark Office on December 16, 2014, in its records at Reel 005420, Frame 0334; capitalized terms used herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to the Secured Party a security interest in all of Debtor's right, title and interest in, to and under the Trademark Collateral (as defined in the Agreement), including, without limitation: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor, or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby (a) fully and finally releases and terminates any and all of Secured Party's right, title and interest in and to the Trademark Collateral and (b) authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry.

The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the laws of the State of New York.

(Remainder of page blank; signature on page following)

TRADEMARK REEL: 005846 FRAME: 0964 IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

LA.	PITALSOUTH PARTNERS SBIC FUND III, L.P.
	LE LOCALITATION OF THE STREET
Ву:	
ts:	

## SCHEDULE I

# Registered Trademarks

Country	Trademark	Serial No.	Registration No.	Registration Date
U.S.	MERLIN SECURE. PERFORMANCE (& Color Design)	85-601269	4,257,072	12/11/2012
U.S.	MERLIN (Stylized)	77-959990	3,872,717	11/9/2010

TRADEMARK REEL: 005846 FRAME: 0966

**RECORDED: 08/02/2016**