

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM394513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Discharge of Lien in Bankruptcy)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		01/23/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Coverdell & Company, Inc.		
Street Address:	8770 W. Bryn Mawr		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3377441	COVERDELL	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	121795.00001 KAW		
NAME OF SUBMITTER:	Kim A. Walker		
SIGNATURE:	/kaw-907/		
DATE SIGNED:	08/10/2016		
Total Attachments: 9			
source=wilmington#page1.tif			
source=wilmington#page2.tif			
source=wilmington#page3.tif			

CH \$40.00 3377441

source=wilmington#page4.tif
source=wilmington#page5.tif
source=wilmington#page6.tif
source=wilmington#page7.tif
source=wilmington#page8.tif
source=wilmington#page9.tif

DISCHARGE OF LIEN IN BANKRUPTCY:

ASSIGNOR: WILMINGTON TRUST, NATIONAL ASSOCIATION

ASSIGNEE: COVERDELL & COMPANY, INC.

DATED: JANUARY 23, 2013

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11
: :
VELO HOLDINGS INC., et al., : Case No. 12-11384 (MG)
: :
Debtors.¹ : Jointly Administered
-----X

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
ORDER CONFIRMING THE MODIFIED FIRST AMENDED JOINT PLAN
OF REORGANIZATION OF VELO HOLDINGS INC., AND ITS AFFILIATED
DEBTORS AND DEBTORS IN POSSESSION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

Velo Holdings Inc. and its affiliated debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “Debtors”), having proposed and filed the *Modified First Amended Joint Plan of Reorganization of Velo Holdings Inc., and its Affiliated Debtors and Debtors in Possession Under Chapter 11 of the Bankruptcy Code*, dated November 29, 2012 [Dkt. No. 592], a copy of which is attached hereto as Exhibit 1 (as it has been or may be subsequently amended or modified in accordance with its respective terms and the Bankruptcy Code, including all modifications set forth herein, the “Plan”),² and the *Plan Supplement*, dated January 16, 2013 [Dkt. No. 677] (“Plan Supplement”), and the *Modified First Amended Disclosure Statement with Respect to Modified First Amended Joint Plan of Reorganization of*

¹ The Debtors in these cases and the last four digits of their federal tax identification numbers are: Velo Holdings Inc. (3155), V2V Holdings LLC (8801), Coverdell & Company, Inc. (4660), V2V Corp. (0857), LN, Inc. (8759), FYI Direct Inc. (2491), Vertrue LLC (6882), Idaptive Marketing LLC (3362), My Choice Medical Holdings, Inc. (5870), Adaptive Marketing LLC (6882), Interactive Media Group (USA) Ltd. (1016), Brand Magnet, Inc. (8978), Neverblue Communications, Inc. (7832), Interactive Media Consolidated Inc. (0774), and FreeScore, LLC (3513).

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.

pursuant to the New Term Loan Facility, (c) the making or assignment of any lease or sublease, including with respect to the contribution of the ACU Assets to ACU LLC, or (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan (including, without limitation, any merger agreements, agreements of consolidation, restructuring, disposition, liquidation, dissolution, deeds, bills of sale and transfers of tangible property), including the contribution of the ACU Assets to ACU LLC, the transfer of funds to the GUC Liquidating Trust and the other restructuring transactions contemplated by the Plan, will not be subject to any stamp tax, recording tax, personal property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax, privilege taxes, or other similar taxes. All sales, transfers and assignments of owned and leased property approved by the Bankruptcy Court on or prior to the Effective Date shall be deemed to have been in furtherance of or in connection with the Plan.

27. Transfers by Debtors. Any and all transfers of property of the Debtors' estates pursuant to the Plan shall be free and clear of all liens, charges, Claims, encumbrances, and interests, except as expressly provided in the Plan or this Confirmation Order.

28. Discharge of Claims Against the Debtors and Termination of Equity Interests.

(a) Except as otherwise provided in the Plan or this Confirmation Order, upon the Effective Date and in consideration of the rights afforded in the Plan and the payments and Distributions to be made hereunder, each holder (as well as any trustees and agents on behalf of each holder) of a Claim against the Debtors or an Equity Interest in the Debtors shall be deemed to have forever waived, released and discharged such Claim or Equity Interest. On the Effective Date, and to the extent permitted by law, all holders of such Claims and Equity Interests shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from

prosecuting or asserting any such discharged Claim or Equity Interest against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC, the GUC Liquidating Trustee or any of their assets or properties based on any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or proof of Equity Interest.

(b) Except as otherwise provided herein or in the Plan, and to the extent permitted by law, all Persons who have held, now hold or may hold Claims against any of the Debtors or Equity Interests in any of the Debtors and all other parties in interest, along with their respective present and former Representatives, are permanently enjoined, from and after the Effective Date, from: (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to such Claim or Equity Interest against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC or the GUC Liquidating Trustee, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC or the GUC Liquidating Trustee with respect to such Claim or Equity Interest, (iii) creating, perfecting or enforcing any encumbrance of any kind against the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC or the GUC Liquidating Trustee, or against the property or interests in property of the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC or the GUC Liquidating Trustee with respect to such Claim or Equity Interest, or (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligations due from the Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC or the GUC Liquidating Trustee, with respect to such Claim or Equity Interest. Such injunction shall extend to any successors of the

Debtors, their Estates, the Reorganized Debtors, the Released Parties, ACU LLC and the GUC Liquidating Trustee and their respective properties and interest in properties. For the avoidance of doubt, and subject in all respects to Section 10.5 of the Plan, Section 10.2 of the Plan shall not release direct claims held by non-Debtor Persons against other non-Debtor Persons.

29. Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the date hereof, shall remain in full force and effect until the closing of the respective Chapter 11 Cases.

30. Injunction against Interference with the Plan. Upon the entry of this Confirmation Order, all holders of Claims and Equity Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

31. Releases.

(a) Effective as of the Confirmation Date, but subject to the occurrence of the Effective Date, for good and valuable consideration, including the Distributions to be made under the Plan, and to the extent permitted by law, the Debtors, their Estates and any person seeking to exercise the rights of the Debtors' Estates, including, without limitation, the GUC Liquidating Trustee and any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, shall be deemed to unconditionally and forever release, waive, and discharge each Released Party from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities whatsoever in connection with or related in any way to the Debtors, the operation of

the Debtors' businesses, the incurrence by the Debtors of any indebtedness or the use of proceeds thereof, the Chapter 11 Cases, and the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; provided, however, that nothing in Section 10.5(a) of the Plan shall be deemed to (i) prohibit the Debtors, the Reorganized Debtors or ACU LLC from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against (A) the Excluded Parties, (B) any current or former employee that are based on an alleged breach of a confidentiality, non-compete, or any other contractual obligation owed to the Debtors on or prior to the Effective Date or (C) any current or former employee that is based on an alleged breach of a fiduciary obligation owed to the Debtors on or prior to the Effective Date, (ii) release indemnities (or any liabilities or obligations thereunder) set forth in any applicable credit agreement that survive the termination thereof, (iii) release claims against the Excluded Parties, or (iv) operate as a waiver or release from any causes of action based on gross negligence, fraud or willful misconduct, in each case as determined by a Final Order entered by a court of competent jurisdiction. Without limiting the generality of the foregoing, as of the Effective Date, the Debtors shall be deemed to have waived the right to prosecute, and to have settled and released for fair value, any Causes of Action or Avoidance Actions which the Debtors could have prosecuted as debtors or debtors in possession against any Released Party, whether brought under the Bankruptcy Code or other applicable law.

(b) Except as otherwise provided in the Plan or this Confirmation Order, on the Effective Date, to the extent permitted by law, each Releasing Party, in consideration for the

obligations of the Debtors and the other Released Parties under the Plan, the Distributions provided for under the Plan, and the contracts, instruments, releases, agreements or documents executed and delivered in connection with the Plan, shall be deemed to unconditionally and forever release, waive, and discharge the Debtors and each Released Party from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever in connection with or related in any way to the Debtors, the operation of the Debtors' businesses, the incurrence by the Debtors of any indebtedness or the use of proceeds thereof, the Chapter 11 Cases, and the Plan, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or part on any act, omission, transaction, event, or other occurrence taking place on or prior to the Effective Date; provided, however, that that nothing in Section 10.5(b) of the Plan shall be deemed to be construed as a waiver or release of any (i) Causes of Action against the Excluded Parties, (ii) Intercompany Claims, (iii) rights under the Plan or (iv) causes of action based on gross negligence, fraud or willful misconduct, in each case as determined by a Final Order entered by a court of competent jurisdiction.

(c) Entry of this Confirmation Order constitutes the Bankruptcy Court's approval, pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, of the releases in Sections 10.5(a) and (b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, will constitute the Bankruptcy Court's finding that such releases (i) are in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing a good faith settlement and compromise of the Claims released in the Plan; (ii) are in the best interests of the Debtors and all

other parties in interest entitled to receive notice in these Chapter 11 Cases, by causing the Notice of Entry of Confirmation Order to be delivered to such parties by electronic mail or overnight delivery, within fourteen (14) days after entry of this Confirmation Order. The Notice of Entry of Confirmation Order shall also be posted on the website of the Debtors' Bankruptcy Court-appointed solicitation agent, Epiq Bankruptcy Solutions, LLC ("Epiq") at: <http://dm.epiqll.com/veloholdings>. Such notice is adequate and no other or further notice is necessary.

53. Notice of the Effective Date. As soon as practicable following the Effective Date, the Reorganized Debtors shall file and serve a notice of the effective date (the "Notice of Effective Date") in the manner required under Bankruptcy Rule 2002(f). The Notice of Effective Date shall identify the Effective Date and shall set forth the Administrative Bar Date, the deadline for filing Professional Fee Claims and any other deadlines that may be established under the Plan or this Confirmation Order. The Notice of Effective Date shall also be posted on Epiq's website at: <http://dm.epiqll.com/veloholdings>. Such notice is adequate and no other or further notice is necessary.

54. Final Order. The 14-day stay of this Confirmation Order, as set forth in Bankruptcy Rule 3020(e), is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

Dated: January 23, 2013
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Registered Trademarks:

Owner	Trademark	Country	Reg. Date	Registration Number
Coverdell & Company, Inc.	COVERDELL	USA	Feb. 5, 2008	3,377,441