

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RB International Finance (USA) LLC		08/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MidCap Business Credit LLC		
Street Address:	433 South Main Street, Suite 212		
City:	West Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06110		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77754516	MIDCAP D.LEVER.X	
Serial Number:	86301551	MIDCAP BUSINESS CREDIT	
CORRESPONDENCE DATA			
Fax Number:	4155410506		
<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>			
Email:	catchoo@chapman.com		
Correspondent Name:	Catherine Choo		
Address Line 1:	595 Market Street, 26th Floor		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Catherine Choo		
SIGNATURE:	/s/ catherine choo		
DATE SIGNED:	08/22/2016		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of August 22, 2016 is made by RB INTERNATIONAL FINANCE (USA) LLC (formerly known as RZB Finance LLC), a Delaware limited liability company in its capacity as agent (in such capacity, “Agent”), in favor of MIDCAP BUSINESS CREDIT LLC, a Texas limited liability company (referred to herein as the “Grantor”), pursuant to the Amended and Restated Loan and Security Agreement, dated February 5, 2015 (and as the same has been amended or modified from time to time, the “Loan Agreement”) among the Grantor, the borrowers party thereto, Agent and the other parties from time to time party thereto.

W I T N E S S E T H:

WHEREAS, Grantor granted a continuing security interest in and lien upon certain trademarks and related rights to Agent, as set forth in the Trademark Security Agreement, dated February 5, 2015, by and between Grantor and Agent (as heretofore further amended, modified or supplemented, the “Trademark Security Agreement”);

WHEREAS, an executed copy of the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on February 9, 2015, at Reel 5464, Frame 0325;

WHEREAS, Grantor has requested that Agent release and reassign its interest in the trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby; and

WHEREAS, Agent has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement and Trademark Security Agreement, as applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Loan Agreement).

2. Release of Security Interest. Agent does hereby release and reassign to Grantor its security interest in, lien upon and conditional assignment of all trademarks more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind.

3. Termination of Power of Attorney. Agent does hereby agree that any power of attorney or similar rights granted by Grantor to Agent pursuant to or in connection with the Trademark Security Agreement is terminated.

4. Purpose. Agent does hereby authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the date first written above.

RB INTERNATIONAL FINANCE (USA) LLC,
formerly known as RZB Finance LLC, as Agent

By: 

Name:

CHRISTOPH HOEDI

JOHN A. VALISKA

Title:

First Vice President

First Vice President

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

USA Trademarks and Trademark Applications

Grantor	Trademark	Serial Number	Filing Date	Registration Number	Registration Date
MIDCAP BUSINESS CREDIT LLC	MIDCAP D.LEVER.X	77754516	6/8/2009	N/A	N/A
MIDCAP BUSINESS CREDIT LLC	MidCap Business Credit	86301551	6/5/2014	4797903	8/25/2015