

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM397375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP	FORMERLY General Electric Capital Corporation	08/15/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Performance, Inc.		
Street Address:	One Performance Way		
City:	Chapel Hill		
State/Country:	NORTH CAROLINA		
Postal Code:	27514		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86365529	CITIHUB	
CORRESPONDENCE DATA			
Fax Number:	2152799394		
<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:	215-2799902		
Email:	thomas.durling@flastergreenberg.com		
Correspondent Name:	Thomas J Durling		
Address Line 1:	1600 JFK Blvd, Ste. 200		
Address Line 2:	4 Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Thomas J Durling		
SIGNATURE:	/thomas j durling/		
DATE SIGNED:	09/02/2016		
Total Attachments: 4			
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OP \$40.00 86365529

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS dated August 15, 2016 by ANTARES CAPITAL LP, a Delaware limited partnership as successor in interest to General Electric Capital Corporation, as administrative agent (in such capacity, the "Agent") for the Lenders and the L/C Issuers and the other Secured Parties;

WITNESSETH:

WHEREAS, Performance, Inc., (as "Grantor"), and Agent were parties to a certain Trademark Security Agreement dated January 16, 2015 between the Grantor and Agent which was recorded in the United States Trademark and Trademark Office on January 21, 2015 in Reel 5444, Frame 0455 (the "Agreement"), pursuant to which the Grantor granted to Agent, a security interest in, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule I attached hereto and certain other property (collectively, the "Trademark Property");

WHEREAS, General Electric Capital Corporation, as the retiring agent, assigned its interest in the Agreement to the Agent, as the successor agent, pursuant to that certain Assignment of Intellectual Property Agreement dated as of August 21, 2015; and

WHEREAS, the Grantor have requested that Agent release its security interests in the Trademark Property and reassign the same to the Grantor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to the Grantor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to each trademark, trademark registration, and trademark application of the Grantor, including, without limitation, the following:

(a) all of the Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto (which are in addition to, and not in replacement of, those Trademarks listed on Schedule I of each of the 2007 TSA, 2010 TSA and the 2013 TSA);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

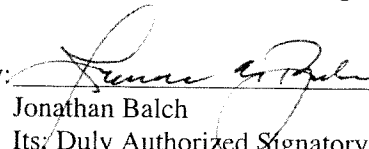
Capitalized terms used herein without definition are used as defined in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By:


Jonathan Balch

Its Duly Authorized Signatory

[Signature Page to Release of Security Interests in Trademarks - Reel 5444]

TRADEMARK
REEL: 005869 FRAME: 0770

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

REGISTERED TRADEMARKS

See Attached.

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS**

Title	Owner	Jurisdiction	Application/ Registration Number
CITIHUB (and Design)	Performance, Inc.	USA	86365529/ Not yet registered

Schedule I
(to Trademark Security Agreement)