

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399191

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		09/20/2016	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHNS Inc.		
<b>Street Address:</b>	One Lincoln Center 5400 LBJ Freeway, Suite 200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3728056	PHNS INNOVATIVE SOLUTIONS TO COMPLEX PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3038997333		
<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>			
<b>Phone:</b>	3038997300		
<b>Email:</b>	BoxIP@hoganlovells.com		
<b>Correspondent Name:</b>	Karina Pulec, Hogan Lovells US LLP		
<b>Address Line 1:</b>	1601 Wewatta Street, Suite 900		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	045799.000001		
<b>NAME OF SUBMITTER:</b>	Karina L. Pulec		
<b>SIGNATURE:</b>	/Karina Pulec/		
<b>DATE SIGNED:</b>	09/20/2016		
<b>Total Attachments: 3</b>			
source=Release of TM-Reel 4409 Frame 0915#page1.tif			
source=Release of TM-Reel 4409 Frame 0915#page2.tif			
source=Release of TM-Reel 4409 Frame 0915#page3.tif			

CH \$40.00 3728056

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 20, 2016 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of PHNS, Inc., Delaware corporation (“Obligated Party”).

**WHEREAS**, pursuant to that certain Amended and Restated Pledge, Assignment, and Security Agreement dated as of December 17, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligated Party and Administrative Agent, Obligated Party granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Obligated Party in and to Collateral, and pledged, collaterally transferred, and assigned (for security only) the Collateral, including General Intangibles, which included trademarks, trademark licenses, and trademark applications (collectively, “Trademark Collateral”); and

**WHEREAS**, pursuant to the Security Agreement, Obligated Party executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on November 4, 2010 at Reel 4409 Frame 0915 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligated Party agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in and to, and the pledge, collaterally transfer, and assignment (for security only) on Obligated Party’s right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Obligated Party’s expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:

Name: Bridgett J. Manduk Mowry

Title: Vice President

**Schedule A**

**PHNS, Inc.  
(Delaware Corporation)**

**U.S. Trademark Subject to Security Interest  
Granted by PHNS, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded November 4, 2010 at Reel 4409 Frame 0915**

**Trademark Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
PHNS INNOVATIVE SOLUTIONS TO COMPLEX PROBLEMS and Design	3728056	12/22/09