

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIFTH STREET MANAGEMENT LLC		10/26/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIALCARD INCORPORATED		
Street Address:	2250 Perimeter Park Drive		
Internal Address:	Suite 300		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4352409	SMARTTRAC	
Registration Number:	4196772	TRIALCARD	
Registration Number:	4075451	TEXTRX	
Registration Number:	3145522	SAMPLECARD	
Registration Number:	2925192	SNAPCARD	
Registration Number:	2948216	TRIALCARD	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-6797		
ATTORNEY DOCKET NUMBER:	390581-137748		
NAME OF SUBMITTER:	Zhenghui Wang		
SIGNATURE:	/Zhenghui Wang/		

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DATE SIGNED:	10/26/2016
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Total Attachments: 4
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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), is made this 26th day of October, 2016, by FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Administrative Agent for the Lenders under the Credit Agreement (as defined below) (in such capacity, together with its successors and assigns in such capacity, “Agent”) in favor of TRIALCARD INCORPORATED, a North Carolina corporation (the “Grantor”). All capitalized terms but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement or the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Agent and the Grantor are parties to that certain Credit Agreement, dated as of December 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, TC Holdings, LLC, a Delaware limited liability company (“Holdings”), as a Guarantor, each Subsidiary of Holdings from time to time party thereto as a Guarantor, Fifth Street Finance Corp., as Swingline Lender, the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a “Lender” and collectively as the “Lenders”), and Agent;

WHEREAS, the Agent and the Grantor are parties to that certain Trademark Security Agreement, dated as of December 31, 2014, recorded with the United States Patent and Trademark Office at Trademark Reel 005432, Frame 0857 on December 31, 2014, followed by a corrective filing recorded at Reel 005434, Frame 0293 on January 5, 2015 (as corrected, the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Agent (for the benefit of the Lenders) a Security Interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including those trademarks listed on Schedule I attached hereto (collectively, the “Released Collateral”); and

WHEREAS, the Loans have been paid in full and the Agent, on behalf of the Lenders, has agreed to terminate and release, without representation or warranty, its Security Interest in, to and under the Released Collateral as provided in this Release.

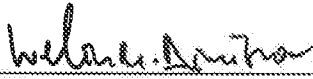
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of the Lenders, hereby releases, without presentation or warranty, its Security Interest in, to and under the Released Collateral and terminates the Trademark Security Agreement. The Agent acknowledges that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. The Agent authorizes the Grantor or the Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office and other applicable registry at the sole expense of the Grantor.

This Release is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIFTH STREET MANAGEMENT LLC

By: 
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

SCHEDULE I

Trademark Registrations/Applications

Trademark	Application Number	Registration Number (Registration Date)	Owner
SMARTTRAC	85473020	4352409 (06/18/2013)	TrialCard Incorporated
TRIALCARD	85322830	4196772 (08/28/2012)	TrialCard Incorporated
TEXTRX	85059221	4075451 (12/20/2011)	TrialCard Incorporated
SAMPLECARD (Stylized)	78745152	3145522 (9/19/2006)	TrialCard Incorporated
SNAPCARD	78350544	2925192 (02/08/2005)	TrialCard Incorporated
TRIALCARD	75824734	2948216 (05/10/2005)	TrialCard Incorporated