

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP (as successor to GENERAL ELECTRIC CAPITAL CORPORATION)		10/28/2016	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SMS SYSTEMS MAINTENANCE SERVICES, INC.		
Street Address:	10420 Harris Oaks Boulevard, Suite C		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28269		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3767277	FIX-IT-FIRST	
Registration Number:	3582162	SINGLEPOINT	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057121-0145		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/28/2016		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE TRADEMARK SECURITY AGREEMENT** (this “Release”) is dated as of October 28, 2016 by **ANTARES CAPITAL LP** (as successor to **GENERAL ELECTRIC CAPITAL CORPORATION**), as Collateral Agent (in such capacity, together with its successors and assigns, the “**Collateral Agent**”) in favor of **SMS SYSTEMS MAINTENANCE SERVICES, INC.** (in such capacity, the “Grantor”).

WHEREAS, the Grantor and the Collateral Agent entered into that certain Second Amended and Restated Credit Agreement dated as of October 18, 2013, among Systems Maintenance Services Holding, Inc., a Delaware Corporation (the “Parent Borrower”), the Grantor (together with the Parent Borrower, each a “Borrower” and collectively, the “Borrowers”), SMS-THL Holdings, Inc., a Delaware Corporation (“Holdings”) and the Lenders and Agents party thereto, including us, Antares Capital LP (as successor to General Electric Capital Corporation) as Administrative Agent and Collateral Agent (the “Credit Agreement”), pursuant to which Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of October 19, 2013 (the “Trademark Security Agreement”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 19, 2010 at Reel/Frame 4299/0699, and on October 18, 2013 at Reel/Frame 5133/0454 in favor of General Electric Capital Corporation;

WHEREAS, the Assignment of Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on August 24, 2015 at Reel/Frame 5606/0773 in favor of Antares Capital LP, as Successor Agent;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term “Trademark Collateral,” as used herein, shall mean

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due

and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral. This Release is a quitclaim release of the Security Interest in the Trademark Collateral and is given and will be effective without any recourse to the undersigned (whether as Collateral Agent or in its personal capacity) or any Secured Party and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Collateral Agent or in its personal capacity) or any Secured Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date second above written.

ANTARES CAPITAL LP (as successor to General Electric Capital Corporation), as Collateral Agent

By: Andrea Romano
Name: Andrea Romano
Title: Duly Authorized Signatory

Schedule I

to

RELEASE OF TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Reg. No. (App. No.)</u>	<u>Reg. Date (App. Date)</u>	<u>Issue Date</u>	<u>Owner</u>
FIX-IT-FIRST	3,767,277	3/30/2010	77/806,658	SMS Systems Maintenance Services, Inc.
SINGLEPOINT	3,582,162	3/3/2009	77/211,706	SMS Systems Maintenance Services, Inc.