# OP \$215.00 86232558

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM404510

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stevenson Family Investment Limited Partnership		11/03/2016	Limited Partnership: MASSACHUSETTS

## **RECEIVING PARTY DATA**

Name:	Beers Enterprises, LLC
Street Address:	683 MAIN STREET
Internal Address:	SUITE A-2
City:	OSTERVILLE
State/Country:	MASSACHUSETTS
Postal Code:	02655
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	86232558	THE SWITCH FIVE NINES SERVICE
Registration Number:	4483305	THE SWITCH. UNPARALLELED QUALITY. UNPREC
Registration Number:	3607565	THE LA SWITCH
Registration Number:	3592982	THE NY SWITCH
Registration Number:	1698503	THE SWITCH
Registration Number:	4601500	THE SWITCH
Registration Number:	4595732	SWITCH-IT
Registration Number:	4732567	XPRSIT

## **CORRESPONDENCE DATA**

**Fax Number:** 2123032754

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.

**Phone:** 2129122909

Email: trademark@lockelord.com

Correspondent Name: Maria A. Scungio Address Line 1: Locke Lord LLP

Address Line 2: Church Street Station; P.O. Box 1470
Address Line 4: New York, NEW YORK 10008-1470

ATTORNEY DOCKET NUMBER:	1568309-00003
NAME OF SUBMITTER:	Maria A. Scungio
SIGNATURE:	/maria a. scungio/
DATE SIGNED:	11/04/2016
Total Attachments: 3	
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source=Release#page2.tif	
source=Release#page3.tif	

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** ("Release") is executed as of November 3, 2016, by Stevenson Family Investment Limited Partnership, as administrative agent for itself and certain lenders under the Security Agreement (as defined below) (in such capacity, together with its successors and assigns, if any, the "Agent"), in favor of Beers Enterprises, LLC (the "Released Party").

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement dated as of April 13, 2015, by and between the Released Party and the Agent (the "Security Agreement") as recorded with the United States Patent and Trademark Office ("USPTO") on April 23, 2015, at Reel 5503, Frame 0238, the Released Party granted to the Agent a security interest in and lien on the trademarks identified on Schedule A attached hereto; and

WHEREAS, the Agent wishes to release the security interest in and lien on the trademarks identified on <u>Schedule A</u> attached hereto (together with (i) all renewals and extensions thereof, (ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and (iii) 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 and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereto, collectively, the "<u>Trademark Collateral</u>").

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent states as follows:

The Agent hereby terminates, releases, and discharges its security interest in and lien on the Trademark Collateral, and the Agent hereby assigns and transfers to the Released Party without recourse or representation or warranty, express or implied, of any kind, all of its right, title and interest in and to the Trademark Collateral together with the goodwill of the business symbolized thereby, including, without limitation, each of the applications, publications or grants identified on Schedule A attached hereto, effective as of the date set forth above.

The Agent understands and agrees that this Release may be recorded by or for the Released Party with the USPTO or any similar office or agency within or outside the United States.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Agent has executed this Release, to take effect as of the date set forth above.

Agent:

STEVENSON FAMILY INVESTMENT LIMITED

PARINERSHIP, as Agent

ンし Name: Andrew Stevenson

Title: General Partner

[Signature Page to Trademark Security Release]

## SCHEDULE A

## TERMINATION AND RELEASE OF

## SECURITY INTEREST IN TRADEMARKS

# Registered Trademarks:

<u>Mark</u>	<b>Country</b>	Registration No.	<b>Registration Date</b>
THE SWITCH. UNPARALLELED QUALITY. UNPRECEDENTED CONTROL & Design	US	4,483,305	February 18, 2014
THE LA SWITCH & Design	US	3,607,565	April 14, 2009
THE NY SWITCH & Design	US	3,592,982	March 17, 2009
THE SWITCH & Design	US	1,698,503	June 30, 1992
THE SWITCH	US	4,601,500	September 9, 2014
SWITCH-IT	US	4,595,732	September 2, 2014
XPRSIT	US	4,732,567	May 5, 2015

# Trademark Applications:

<u>Mark</u>	<b>Country</b>	Application No.	<u>Issue Date</u>
THE SWITCH FIVE			
NINES SERVICE &	US	86/232,558	March 26, 2014
Design			

AM 59121830.2

**RECORDED: 11/04/2016**