

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keybank National Association		12/16/2016	National Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Forestar Petroleum Corporation		
Street Address:	1801 Broadway		
Internal Address:	Suite 900		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2494681	CALLIOPE	
Registration Number:	4252581	CALLIOPE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks.atl@bryancave.com		
Correspondent Name:	Gretchen Von Dwingelo/Bryan Cave LLP		
Address Line 1:	1201 West Peachtree Street, NW, 14th Fl.		
Address Line 4:	Atlanta, GEORGIA 30309-3488		
ATTORNEY DOCKET NUMBER:	0379120		
NAME OF SUBMITTER:	Gretchen Von Dwingelo		
SIGNATURE:	/Gretchen Von Dwingelo/		
DATE SIGNED:	12/19/2016		
Total Attachments: 3			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 16, 2016, by KEYBANK NATIONAL ASSOCIATION (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Forestar Petroleum Corporation, a Delaware corporation (“Grantor”), certain financial institutions (“Lenders”) and Secured Party, as administrative agent for the Lenders, were parties to that certain Patent, Trademark and License Security Agreement dated as of September 28, 2012 (the “Security Agreement”) pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks (as defined in the Security Agreement) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 3, 2012, at Reel 029069, Frame 0180;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

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

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION

By: 
Name: NATHAN WEYER
Title: VICE PRESIDENT
Duly Authorized Signatory

SCHEDULE 1

REGISTERED TRADEMARKS

1. U.S. Trademark Registration No. 2,494,681 - CALLIOPE (Class 7)
2. U.S. Service Mark Registration No. 4,252,581 - CALLIOPE (Class 40)

LICENSES

None.