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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM409459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		12/16/2016	Corporation:

### **RECEIVING PARTY DATA**

Name:	QCSI, INC.	
Street Address:	40 MONUMENT ROAD	
Internal Address:	SUITE 200	
City:	BALA CYNWYD	
State/Country:	PENNSYLVANIA	
Postal Code:	19004	
Entity Type:	Corporation: MICHIGAN	

### **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark			
Registration Number:	2463416	QUICK CHANGE			

# **CORRESPONDENCE DATA**

**Fax Number:** 7037707901

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:** (703)770-7900

**Email:** docket\_ip@pillsburylaw.com

Correspondent Name: PILLSBURY WINTHROP SHAW PITTMAN LLP

Address Line 1: P.O. BOX 10500

Address Line 4: MCLEAN, VIRGINIA 22102

NAME OF SUBMITTER:	Joshua Tucker
SIGNATURE:	/Joshua Tucker/
DATE SIGNED:	12/19/2016

# **Total Attachments: 3**

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TRADEMARK REEL: 005939 FRAME: 0993

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

# THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this

"Release") is made as of December <u>16</u>, 2016 ("Effective Date") by and between Wilmington Trust, National Association, in its capacity as a collateral trustee for the Secured Parties (in such capacity, together with its permitted successors and assigns, if any, "Collateral Trustee"), and Manchester Industries Inc. of Virginia, a Virginia corporation, and QCSI Inc., a Michigan Corporation (each, individually, a "Grantor" and collectively the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantors and Collateral Trustee dated August 12, 2014 (the "Trademark Security Agreement"), Grantors granted to Collateral Trustee, for the benefit of the Secured Parties, a continuing first priority security interest in and Lien on all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all of Grantors' Trademarks, including those Trademarks referred to on Schedule A hereto, all renewals thereof, and all goodwill of the business symbolized by such Trademarks and connected therewith; (b) all of Grantors' rights to sue for past, present and future infringements and dilutions of such Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

WHEREAS, Grantors and Collateral Trustee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Collateral Trust Agreement, dated as August 12, 2014 (as amended, restated, waived, renewed, replaced, restructured, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement");

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Trustee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

\* \* \* \* \*

TRADEMARK REEL: 005939 FRAME: 0994

IN WITNESS WHEREOF, Collateral Trustee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

> WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Trustee

Lynn M. Steiner
Vice President

Title:

[Signature Page to Trademark Release]

# **SCHEDULE A**

Mark	Jurisdiction	Applic. No.	Filing Date	Reg. No.	Reg. Date	Status	Current Owner
WHERE EVERY CUSTOMER MATTERS	U.S.	77/672818	2/18/2009	3676180	9/1/2009	Registered	Manchester Industries, Inc. of Virginia
QUICK CHANGE	U.S.	75/812817	10/1/1999	2463416	6/26/2011	Registered	QCSI, Inc.

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**RECORDED: 12/19/2016** 

TRADEMARK REEL: 005939 FRAME: 0996