

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewStar Business Credit, LLC		07/09/2012	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	New Moosejaw, LLC		
Street Address:	32200 North Avis, Suite 100		
City:	Madison Heights		
State/Country:	MICHIGAN		
Postal Code:	48071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2955083	W	
Registration Number:	3007438	MOOSEJAW	
Registration Number:	1852733	MOOSEJAW	
Registration Number:	3054559	MOOSEJAW	
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:	jgriswold@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	12/07/2016		
Total Attachments: 5			
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The total amount of Obligations due and owing to Administrative Agent, if paid on or before 3:00 p.m. (Dallas time) on July 9, 2012 (the "Payment Time"), is \$5,916,150.72 (the "Pay-off Amount").

The parties hereto hereby acknowledge and agree that \$35,000 of the Payoff Amount shall be retained by the Administrative Agent (the "Holdback Amount") to be applied in respect of and to the extent of (i) any automated clearinghouse (ACH) transfers or checks or other instruments or payment items which are received by Administrative Agent from Borrower or any of Borrower's account debtors prior to Administrative Agent's receipt of the Payoff Amount which may be dishonored or returned for nonpayment or for any other reason, (ii) any bank charges and other reasonable fees, costs and expenses paid or incurred by Administrative Agent that arise as a result of such dishonor or return, and (iii) any and all costs, fees and expenses (including, without limitation, reasonable attorneys' fees) due and payable to Lender under the Loan Agreement. Administrative Agent shall return any remaining portion of the Holdback Amount to Borrower or its designee on the day that is fourteen (14) calendar days after Administrative Agent's receipt of the Payoff Amount in immediately available funds into an account designated by Borrower in writing.

The Payoff Amount must be received in the account number set forth below in immediately available funds, according to the following instructions:

US Bank
St. Paul, MN
ABA Routing #: 123000848
Account No. 153910635405
Account Name: Core Business fbo DZ Bank
Reference: Core Business / Moosejaw

Upon Administrative Agent's receipt of the Pay-off Amount, in immediately available funds on or before the Payment Time:

(a) (i) all Obligations owing by Borrower under the Loan Agreement, except for undertakings under this agreement, and reimbursement and indemnity obligations under the other Loan Documents which by their terms expressly survive termination of the Loan Agreement, shall be deemed repaid in full, (ii) the Loan Agreement, Loan Documents, Notes and each credit facility extended by the Administrative Agent thereunder each shall automatically be terminated and of no further force or effect, except those provisions that expressly survive such termination in accordance with the terms thereof, (iii) all liens and security interests securing the Obligations shall be automatically fully satisfied, released and terminated and (iv) the Loans and Commitments shall be deemed terminated;

(b) the Administrative Agent agrees that (i) at Borrower's sole cost and expense, Administrative Agent will take such further actions to execute and deliver such other documents and agreements as reasonably may be requested by Borrower or its agents, representatives or designees from time to time to further evidence the

full payment and termination of the Obligations and the release of any Collateral securing the Obligations; (ii) the Borrower and PNC Bank, National Association, individually and as agent for certain lenders ("PNC") (or their agents or affiliated entities) shall be authorized to file, at Borrower's sole cost and expense, a UCC termination statement to terminate financing statement #20101891732, filed May 28, 2010 with the office of the Secretary of the State of Delaware, naming New Moosejaw, LLC as debtor and the Administrative Agent as secured party, and financing statement #2011091444-4, filed June 24, 2011 with the office of the Secretary of the State of Michigan, naming Moosejaw Loyalty, LLC as debtor and the Administrative Agent as secured party, as well as all other financing statements filed by Administrative Agent with respect to Borrower; (iii) at Borrower's sole cost and expense, the Administrative Agent will deliver to PNC or its designee all possessory Collateral, if any, held by it; and (iv) at Borrower's sole cost and expense, the Administrative Agent will execute such documents to terminate any depository account control agreements or collateral access agreements, including the attached Notices of Termination; and

(c) Borrower and its assignees, participants, officers, directors, members, affiliates, advisors, attorneys, agents and employees shall be released and discharged from any duty, liability, obligation, demand, cause of action, agreement or claim (if any) of any nature whatsoever arising under, or in connection with, the Obligations or any instrument, document, or transaction directly arising thereunder or directly related thereto, except (i) those provided by this Agreement and (ii) those provided by the Loan Documents (including without limitation Section 14.10 of the Loan Agreement) that expressly survive termination, which in each case shall remain in full force and effect.

IN CONSIDERATION OF THIS AGREEMENT, BORROWER RELEASES AND DISCHARGES THE ADMINISTRATIVE AGENT AND THE LENDERS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, OF AND FROM ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES AND LIABILITIES, KNOWN OR UNKNOWN, FIXED, CONTINGENT OR CONDITIONAL, AT LAW OR IN EQUITY, IN CONNECTION WITH THE LOAN DOCUMENTS OR ANY TRANSACTIONS OR ACTS IN CONNECTION THEREWITH, ORIGINATING IN WHOLE OR IN PART ON OR BEFORE THE DATE OF THIS AGREEMENT, WHICH BORROWER NOW OR HEREAFTER MAY HAVE AGAINST ANY SUCH PERSON, IRRESPECTIVE OF WHETHER ANY SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES OR LIABILITIES ARE BASED ON CONTRACT, TORT OR OTHERWISE.

PNC is entitled to rely on and enforce the terms of this Letter Agreement.

This Letter Agreement supersedes any and all of our prior discussions and correspondence regarding the Pay-off Amount. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Letter Agreement as of the date first above written.

NEWSTAR BUSINESS CREDIT, LLC, as
Administrative Agent



Amanda Pettit
Account Executive

NEW MOOSEJAW, LLC, as Borrower

By: _____
Name: _____
Title: _____

MOOSEJAW LOYALTY, LLC, as Borrower

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed and delivered this Letter Agreement as of the date first above written.

NEWSTAR BUSINESS CREDIT, LLC, as
Administrative Agent

By: _____
Name: _____
Title: _____

NEW MOOSEJAW, LLC, as Borrower

By: *K. Carson*
Name: *Ken Carson*
Title: *CFO & Treasurer*

MOOSEJAW LOYALTY, LLC, as Borrower

By: *K. Carson*
Name: *Ken Carson*
Title: *CFO & Treasurer*