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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415581

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED DECEMBER 20, 2013, REEL/FRAME 5179/0453)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		02/09/2017	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	LEMON, INC.
Street Address:	60 E. RIO SALADO PARKWAY
Internal Address:	SUITE 400
City:	TEMPE
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4484492	LEMON WALLET
Registration Number:	4146501	L
Registration Number:	4146499	LEMON

### **CORRESPONDENCE DATA**

**Fax Number:** 9192868199

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:** 919 286-8000

**Email:** PTO\_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.11633
NAME OF SUBMITTER:	JOHN E. SLAUGHTER, III
SIGNATURE:	/JOHN E. SLAUGHTER, III/
DATE SIGNED:	02/09/2017

REEL: 005986 FRAME: 0734

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# **Total Attachments: 3**

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TRADEMARK REEL: 005986 FRAME: 0735

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 9, 2017 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Lemon, Inc., a Delaware corporation ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security Agreement dated as of January 9, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on December 20, 2013 at Reel 5179 Frame 0453 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to, and the right to set off against, Grantor's right, title, and interest in, to, and under all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: \_\_\_\_\_ | \_\_\_ | \_\_\_ | \_\_\_ | \_\_\_ | Name: Judy IX Payne

Title: Vice President

## Schedule A

# Lemon, Inc. (Delaware Corporation)

# U.S. Trademarks Subject to Security Interest Granted by Lemon, Inc. In Favor of Bank of America, N.A., as Administrative Agent Recorded December 20, 2013 at Reel 5179 Frame 0453

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
LEMON WALLET	4484492	02/18/14
L and Design	4146501	05/22/12
LEMON	4146499	05/22/12

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RECORDED: 02/09/2017

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