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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

03/30/2017



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RECORDATION FORM GOV TRADEMARKS

103676981

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACF FINCO I LP

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 13, 2017

- Assignment
- Security Agreement
- Other Release of Reel 4931, Frame 0513
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ST IP, LLC

Street Address: 2912 Lafayette Road

City: Newport Beach

State: CA

Country: USA Zip: 92663

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see Exhibit A

B. Trademark Registration No.(s)

see Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Exhibit A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kate P. Hong, Esq.

Internal Address: Gresham Savage Nolan & Tilden, PC

Street Address: 550 West C Street
Suite 1810

City: San Diego

State: CA Zip: 92101

Phone Number: (619) 344-2989

Docket Number: _____

Email Address: kate.hong@greshamsavage.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 03/31/2017 D1111111 00000003 3795630

Authorized User Name: _____

9. Signature:

Mitchell L. Garrett

Signature

March 15, 2017

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006022 FRAME: 0299

Exhibit A

Released Collateral

TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration/Filing Date</u>	<u>Expiration Date</u>
ST IP, LLC	E-SUEDE	3796630	06/01/2010	06/01/2020
ST IP, LLC	SYSTEM G2 PLATINUM	3807797	06/22/2010	06/22/2020

RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release"), dated as of February 13, 2017, is executed by ACF FINCO I LP, a Delaware limited partnership, as assignee of FCC, LLC, d/b/a First Capital Western Region, LLC ("Lender"), in favor of ST IP, LLC ("Grantor"). All capitalized terms used in this Release and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (as defined below).

RECITALS

A. WHEREAS, the Grantor has, pursuant to that certain Intellectual Property Security Agreement dated December 18, 2012, recorded in the United States Patent and Trademark Office (the "USPTO") on December 28, 2012 at Reel 4931, Frame 0513 (as the same may be amended, amended and restated, restated, supplemented, modified or otherwise in effect prior to the date hereof, the "Intellectual Property Security Agreement") granted to Lender a security interest in and to all of each Grantor's right, title and interest in and to the Intellectual Property Collateral, including without limitation those trademarks and patents listed on Exhibit A attached hereto (collectively, the "Released Collateral"); and

B. WHEREAS, Lender wishes to terminate and release, without representation or warranty, its security interest in and to the Released Collateral as provided in this release.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby terminates and releases, without representation or warranty, its security interest in and to the Released Collateral and terminates the Intellectual Property Security Agreement. Lender acknowledges that this Release may be filed with the USPTO or any other governmental office to evidence the release granted herein at the sole expense of the Grantor. The Lender authorizes the Grantor to record this Release with the USPTO and other applicable registry at the sole expense of the Grantor and agrees to provide the Grantor with any information and additional authorization necessary to effect the release of the security interest in the Released Collateral.

[Signature page follows.]

IN WITNESS WHEREOF, Lender has executed this Release of Security Interests in Intellectual Property as of the date first set forth above.

LENDER:

ACF FINCO I LP

By: Matthew Garmes
Name: MATTHEW GARMES
Title: Authorized Signatory

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