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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as collateral agent		04/21/2017	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Constellis Group, Inc.		
Street Address:	12018 Sunrise Valley Drive Suite 140		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	Corporation: DELAWARE		

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

Property Type	Number	Word Mark
Registration Number:	4617870	CONSTELLIS

#### CORRESPONDENCE DATA

**Fax Number:** 2028874288

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:** 202-887-4000

Email: dlee@akingump.com, kkoehler@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 1333 New Hampshire Avenue NW

Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	04/21/2017

### **Total Attachments: 3**

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GROUP#page2.tif source=TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ifo CONSTELLIS

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 21, 2017 ("Release"), is made by U.S. Bank National Association, as trustee and collateral agent ("Collateral Agent") in favor of Constellis Group, Inc., a Delaware corporation ("Obligor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of May 11, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor, Collateral Agent, and others party thereto, Obligor granted to the Collateral Agent, for the benefit of the holders of the Secured Obligations ("Secured Parties"), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in, to, and under all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Collateral 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 May 12, 2015 at Reel 5514 Frame 0420 ("<u>Notice</u>").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Secured Parties, and Obligor 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>. Collateral 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, Obligor'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 Obligor'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 Collateral 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.

Collateral Agent:

U.S. Bank National Association, as Trustee and Collateral Agent

-W<mark>illiam G. Kee</mark>nan---Vige President---

**TRADEMARK** REEL: 006039 FRAME: 0692

## Schedule A

Constellis Group, Inc. (Delaware Corporation)

U.S. Trademark Subject to Security Interest
Granted by Constellis Group Inc.
In Favor of U.S. Bank National Association, as Trustee and Collateral Agent
Recorded May 12, 2015 at Reel 5514 Frame 0420

# **Trademark Registration**

Marik Marik	Reg. No.	Reg. Date
CONSTELLIS	4617870	10/07/14

Doc#: US1:11229911v5

TRADEMARK
REEL: 006039 FRAME: 0693

**RECORDED: 04/21/2017**