# OP \$65.00 4842530

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM425485

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (RECORDED 12/4/14 AT REEL/FRAME 5413/0540)

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		04/28/2017	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	INNOVAIRRE COMMUNICATIONS, LLC
Street Address:	825 HYLTON ROAD
City:	PENNSAUKEN
State/Country:	NEW JERSEY
Postal Code:	08110
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4842530	
Registration Number:	4842496	INNOVAIRRE

#### 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, sandraday@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:	031752-138
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	04/28/2017

**Total Attachments: 3** 

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TRADEMARK REEL: 006045 FRAME: 0127

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 28, 2017 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") in favor of Innovairre Communications, LLC, a Delaware limited liability company ("Obligor").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of March 23, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative 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 and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, "Trademark Collateral"); and

**WHEREAS**, pursuant to the Security Agreement, Obligor 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 4, 2014 at Reel 5413 Frame 0540 ("<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 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>. 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, 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 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

Name:

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## Schedule A

# Innovairre Communications, LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest Granted by Innovairre Communications, LLC In Favor of Bank of America, N.A., as Administrative Agent (first lien) Recorded December 4, 2014 at Reel 5413 Frame 0540

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
I and Design	4842530	10/27/15
INNOVAIRRE	4842496	10/27/15

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**RECORDED: 04/28/2017** 

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