

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, AS COLLATERAL AGENT		05/01/2017	Bank: GEORGIA
RECEIVING PARTY DATA			
Name:	TELECOMMUNICATIONS MANAGEMENT, LLC		
Street Address:	One Montgomery Bank Plaza, 4th Floor		
City:	Sikeston		
State/Country:	MISSOURI		
Postal Code:	63801		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77247357		
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Phone:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King and Spalding		
Address Line 1:	1180 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.015940		
NAME OF SUBMITTER:	/s/ Mia Ramic		
SIGNATURE:	/s/ Mia Ramic		
DATE SIGNED:	05/01/2017		
Total Attachments: 3			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (“Release”), effective as of this 1st day of May 2017, is made by **SUNTRUST BANK**, a Georgia bank, with an address at 211 Perimeter Center Parkway, Suite 100, Atlanta, Georgia 30346, as collateral agent (in such capacity, together with its successors and permitted assigns, the (“Collateral Agent”) for the Secured Parties in favor of **TELECOMMUNICATIONS MANAGEMENT, LLC**, a Missouri limited liability company (the “Grantor”), as follows:

W I T N E S S E T H

WHEREAS, the Grantor and the Collateral Agent are party to that certain Second Lien Credit Agreement, dated as of April 30, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain Guaranty and Security Agreement, dated as of April 30, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), and granted to the Collateral Agent for the benefit of the Secured Parties, among other Collateral as defined and set forth in the Security Agreement, a security interest in and to all Grantor’s right, title and interest in all trademarks and trademark licenses, including those trademark registrations and applications set forth on Schedule 1 attached hereto (collectively, the “Trademarks”), including all goodwill of the business connected with the use of, and symbolized by, each Trademark to secure the Obligations (as defined in the Credit Agreement);

WHEREAS, in furtherance of the Security Agreement, the Grantor executed a Second Lien Trademark Security Agreement, dated as of July 10, 2013 (the “Trademark Security Agreement”), which was duly recorded on July 10, 2013, at Reel/Frame 5067/0182 in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Payoff Letter, dated as of May 1, 2017, among the Grantor, RBI Holding II LLC, the other guarantors party thereto and the Collateral Agent, the Collateral Agent agrees to release and restore all right, title and interest in and to the Trademarks to the Grantor and to dissolve those liens and encumbrances created by the Trademark Security Agreement and the Security Agreement in respect of the Trademarks.

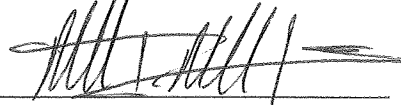
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby (i) grants, assigns, transfers and conveys, without recourse or warranty, to the Grantor all of the Collateral Agent’s rights, title and interest (if any) in the Trademark Collateral (as defined in the Trademark Security Agreement) and Trademarks, including any goodwill associated therewith, (ii) terminates, releases, discharges, quitclaims and relinquishes unto the Grantor any and all security interests and liens it has against the Trademark Collateral (as defined in the Trademark Security Agreement), Trademarks, or any such goodwill, and (iii) terminates the Trademark Security Agreement.

The Collateral Agent hereby agrees, at Grantor’s sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the intents and purposes of this Release.

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IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed on the date first written above.

SUNTRUST BANK, as Collateral Agent

By: 


Name:

Title: **Marshall T. Mangum, III**

Director

SCHEDULE 1

Registered Trademark

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
Design 	U.S.	77247357 8/4/2007	3411574 4/15/2008	Telecommunicati ons Management LLC d/b/a NewWave Communications