

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426033

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/01/2017	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Carolina Coupon Clearing, Inc.
Street Address:	2601 Pilgrim Court
City:	Winston Salem
State/Country:	NORTH CAROLINA
Postal Code:	27106
Entity Type:	Corporation: NORTH CAROLINA
Name:	Carolina Logistics Services, L.L.C.
Street Address:	2601 Pilgrim Court
City:	Winston Salem
State/Country:	NORTH CAROLINA
Postal Code:	27106
Entity Type:	Limited Liability Company: NORTH CAROLINA
Name:	Inmar, Inc.
Street Address:	2601 Pilgrim Court
City:	Winston Salem
State/Country:	NORTH CAROLINA
Postal Code:	27106
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3317887	1ST TOUCH ADVANTAGE
Registration Number:	3515660	ALINEA
Registration Number:	1849564	APEX
Registration Number:	2854748	B2BID
Registration Number:	2112233	CHOICE
Registration Number:	4126006	CLS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3691376	CLS
Registration Number:	3692582	CLS
Registration Number:	3483005	CLS MEDTURN
Registration Number:	3461172	CLS INVOICE-LINK
Registration Number:	3457231	CLS NET-LINK
Registration Number:	4060378	
Registration Number:	2112234	FAIR
Registration Number:	3380840	I-LINK
Registration Number:	4048271	INMAR
Registration Number:	3679132	INMAR
Registration Number:	3553112	INMAR
Registration Number:	3722028	INMAR
Registration Number:	3679133	INMAR
Registration Number:	4048272	
Registration Number:	3732663	INVOICE-LINK
Registration Number:	3804222	INVOICE-LINK
Registration Number:	3405518	I-LINK INFORMATION · INTELLIGENCE · INTE
Registration Number:	3735183	NET-LINK
Registration Number:	3800562	NET-LINK
Registration Number:	3608566	ONE TOUCH ADVANTAGE
Registration Number:	3572040	PRISM
Registration Number:	3572041	PRISM
Registration Number:	1983918	PROFILES
Registration Number:	2110728	RETRIEVE
Registration Number:	3554632	RETURNSPRO
Registration Number:	2110727	TRACE

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F169908 TM 2nd Lien

NAME OF SUBMITTER: Theresa Volano

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	05/03/2017
Total Attachments: 5 source=#89621356v1 - (Inmar - Second Lien Trademark Release Filing)#page3.tif source=#89621356v1 - (Inmar - Second Lien Trademark Release Filing)#page4.tif source=#89621356v1 - (Inmar - Second Lien Trademark Release Filing)#page5.tif source=#89621356v1 - (Inmar - Second Lien Trademark Release Filing)#page6.tif source=#89621356v1 - (Inmar - Second Lien Trademark Release Filing)#page7.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of May 1, 2017 (“Effective Date”) by CREDIT SUISSE AG (the “Administrative Agent”), in favor of the entities identified on Schedule A hereto (the “Grantor”). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Security Agreement or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, the Grantor, the Administrative Agent, and other parties thereto entered into that certain Second Lien Security Agreement, dated January 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), which required the parties to enter into the Trademark Security Agreement (defined below);

WHEREAS, the Grantor and the Administrative Agent entered into that certain Trademark Security Agreement, dated January 27, 2014 (the “Trademark Security Agreement”), under which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties then owned or at any time thereafter acquired by such Grantor or in which such Grantor then has or at any time afterwards may acquire any right, title or interest (excluding any Excluded Asset): (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, then existing or thereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; (ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill, (iii) all other rights accruing thereunder or pertaining thereto throughout the world, and (iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit then or thereafter due and/or payable with respect thereto (collectively, the “Trademark Collateral”); and such Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 17, 2014, at Reel 5303, Frame 0863;

WHEREAS, the Grantor has satisfied the terms of the Trademark Security Agreement and requests a specific release of the security interest granted and recorded against the Trademark Collateral.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby, on behalf of itself and the Secured Parties, (i) terminates the Trademark Security Agreement, (ii) releases any and all liens, security interests, right, title and interest the Administrative Agent or any Secured Party may have in, to or under the Trademark Collateral, and (iii) re-assigns to the Grantor, any right, title or interest the Administrative Agent or any Secured Party may have in, to or under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

* * * * *

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Secured Parties, by its duly authorized representative effective as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Administrative Agent

By: 
Name: Judith Smith
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

[Signature Page to Second Lien Release of Security Interest in Trademarks]

SCHEDULE A

Trademarks			
Trademark Name	Registration Number	Owner	Registration Date
1ST TOUCH ADVANTAGE	3317887	CAROLINA LOGISTICS SERVICES, L.L.C.	23-Oct-07
ALINEA	3515660	CAROLINA LOGISTICS SERVICES, L.L.C.	14-Oct-08
APEX	1849564	CAROLINA LOGISTICS SERVICES, L.L.C.	9-Aug-94
B2BID	2854748	CAROLINA LOGISTICS SERVICES, L.L.C.	15-Jun-04
CHOICE	2112233	CAROLINA LOGISTICS SERVICES, L.L.C.	11-Nov-97
CLS	4126006	CAROLINA LOGISTICS SERVICES, L.L.C.	10-Apr-12
CLS	3691376	CAROLINA LOGISTICS SERVICES, L.L.C.	6-Oct-09
CLS AND DESIGN	3692582	CAROLINA LOGISTICS SERVICES, L.L.C.	6-Oct-09
CLS MEDTURN & DESIGN	3483005	CAROLINA LOGISTICS SERVICES, L.L.C.	12-Aug-08
CLS INVOICE-LINK (STYLIZED)	3461172	CAROLINA LOGISTICS SERVICES, L.L.C.	8-Jul-08
CLS NET-LINK (STYLIZED)	3457231	CAROLINA LOGISTICS SERVICES, L.L.C.	1-Jul-08
DESIGN ONLY	4060378	INMAR, INC.	22-Nov-11
FAIR	2112234	CAROLINA LOGISTICS SERVICES, L.L.C.	11-Nov-97
I-LINK (STYLIZED)	3380840	CAROLINA LOGISTICS SERVICES, L.L.C.	12-Feb-08
INMAR	4048271	INMAR, INC.	1-Nov-2011
INMAR (WORD)	3679132	INMAR, INC.	8-Sep-09
INMAR AND DESIGN	3553112	INMAR, INC.	30-Dec-08
INMAR AND DESIGN (B&W)	3722028	INMAR, INC.	8-Dec-09
INMAR AND DESIGN (COLOR)	3679133	INMAR, INC.	8-Sep-09
INMAR DESIGN LOGO	4048272	INMAR, INC.	1-Nov-11
INVOICE-LINK	3732663	CAROLINA LOGISTICS SERVICES, L.L.C.	29-Dec-09
INVOICE-LINK (STYLIZED)	3804222	CAROLINA LOGISTICS SERVICES, L.L.C.	15-Jun-10
LINK INFORMATION a- INTELLIGENCE a- INTEGRATION & DESIGN	3405518	CAROLINA LOGISTICS SERVICES, L.L.C.	1-Apr-08
NET-LINK	3735183	CAROLINA LOGISTICS SERVICES, L.L.C.	5-Jan-10
NET-LINK (STYLIZED)	3800562	CAROLINA LOGISTICS SERVICES, L.L.C.	8-Jun-10

ONE TOUCH ADVANTAGE	3608566	CAROLINA LOGISTICS SERVICES, L.L.C.	21-Apr-09
PRISM	3572040	CAROLINA COUPON CLEARING, INC.	10-Feb-09
PRISM AND DESIGN	3572041	CAROLINA COUPON CLEARING, INC.	10-Feb-09
PROFILES	1983918	CAROLINA LOGISTICS SERVICES, L.L.C.	2-Jul-96
RETRIEVE	2110728	CAROLINA LOGISTICS SERVICES, L.L.C.	4-Nov-97
RETURNSPRO (STYLIZED)	3554632	CAROLINA LOGISTICS SERVICES, L.L.C.	30-Dec-08
TRACE	2110727	CAROLINA LOGISTICS SERVICES, L.L.C.	4-Nov-97