## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM432718

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED 7/2/14 AT REEL/FRAME 5314/0450)

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		06/26/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	CITIBLOCS HOLDINGS LLC
Street Address:	10 GLENVILLE STREET
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06831
Entity Type:	Limited Liability Company: DELAWARE

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

Property Type	Number	Word Mark
Registration Number:	3975032	CITIBLOCS
Registration Number:	3853607	CITIBLOCS

### **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

**MOORE & VAN ALLEN PLLC Correspondent Name:** 

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

SUITE 400 Address Line 2:

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	031752-213
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/27/2017
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**Total Attachments: 3** 

**TRADEMARK** REEL: 006091 FRAME: 0918 source=Termination TMs BOA to Citiblocs Holdings LLC 0450#page1.tif source=Termination TMs BOA to Citiblocs Holdings LLC 0450#page2.tif source=Termination TMs BOA to Citiblocs Holdings LLC 0450#page3.tif

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June <u>26</u>, 2017 ("<u>Release</u>"), is made by Bank of America, N.A., as Administrative Agent ("<u>Administrative Agent</u>") in favor of Citiblocs Holdings LLC, a Delaware limited liability company ("<u>Obligor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 30, 2014 (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, 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 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 July 2, 2014 at Reel 5314 Frame 0450 ("<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 continuing security interest in, 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

oy.\_\_\_ Name:

Title:

YICE PRESIDEN

### Schedule A

# Citiblocs Holdings LLC (Delaware Limited Liability Company)

U.S. Trademarks Subject to Security Interest
Granted by Citiblocs Holdings LLC
In Favor of Bank of America, N.A., as Administrative Agent
Recorded July 2, 2014 at Reel 5314 Frame 0450

## Trademark Registrations

Mark	Reg. No.	Reg. Date
CITIBLOCS	3975032	06/07/11
CITIBLOCS	3853607	09/28/10

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