

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CVP Loan Servicing LLC		02/17/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SouthComm Business Media, LLC		
Street Address:	210 12th Avenue South		
Internal Address:	Suite 100		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: TENNESSEE		
Name:	Target Communications, LLC		
Street Address:	210 12th Avenue South		
Internal Address:	Suite 100		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3338602	EMS	
Registration Number:	4057447	EMS WORLD	
Registration Number:	4570196	INTEGRATED HEALTHCARE DELIVERY	
CORRESPONDENCE DATA			
Fax Number:	2152992150		
<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>			
Email:	ipdocket@foxrothschild.com		
Correspondent Name:	Tristram R. Fall, III		
Address Line 1:	997 Lenox Drive		
Address Line 2:	Building 3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		

OP \$90.00 3338602

TRADEMARK

NAME OF SUBMITTER:	Tristram R. Fall, III
SIGNATURE:	/Tristram R. Fall, III/
DATE SIGNED:	10/02/2017
Total Attachments: 7 source=Release of Security Interest - CVP - Southcomm#page1.tif source=Release of Security Interest - CVP - Southcomm#page2.tif source=Release of Security Interest - CVP - Southcomm#page3.tif source=Release of Security Interest - CVP - Southcomm#page4.tif source=Release of Security Interest - CVP - Southcomm#page5.tif source=Release of Security Interest - CVP - Southcomm#page6.tif source=Release of Security Interest - CVP - Southcomm#page7.tif	

RELEASE

THIS RELEASE (this "*Release*") is made as of this 17th day of February, 2017, by and among SOUTHCMM BUSINESS MEDIA, LLC, a Tennessee limited liability company (the "**Borrower**"), TARGET COMMUNICATIONS, LLC, a Tennessee limited liability company, SOUTHCMM CUSTOM PUBLISHING, INC., a Tennessee corporation, SOUTHCMM PUBLISHING COMPANY, INC., a Georgia corporation, and CYGNUS PUBLISHING, LLC, a Tennessee limited liability company (each of the foregoing, a "**Guarantor**" and collectively, the "**Guarantors**" and together with Borrower, each a "**Loan Party**" and collectively, the "**Loan Parties**"), SOUTHCMM, INC., a Tennessee corporation ("**SCI**"), SOLIDUS COMPANY, L.P., a Tennessee limited partnership ("**Sponsor**" and together with SCI and the Loan Parties, each, a "**Release Party**" and collectively, the "**Release Parties**"), CVP LOAN SERVICING LLC as Agent for Lenders ("**Agent**"), and individually, as a Lender, and the financial institutions or other entities signatory hereto as Lenders ("**Lenders**").

RECITALS

A. Reference is hereby made to that certain Credit Agreement, dated as of November 3, 2014 (as amended by that certain Amendment No. 1 to Credit Agreement and other Loan Documents, Joinder Agreement and Limited Consent and Waiver dated as of June 29, 2015, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Credit Agreement), by and among the Loan Parties, Agent, and the Lenders.

B. Borrower has informed Agent and Lenders of its desire to enter into an Asset Purchase Agreement effective as of the date hereof in the form attached hereto as Exhibit A (together with all attachments, schedules, exhibits and annexes thereto, the "*Purchase Agreement*") by and among Borrower, as seller, and HMP Communications, LLC, as buyer, to consummate the sale (the "*Asset Sale*") of certain assets of Borrower defined as the "Acquired Assets" in the Purchase Agreement (such "Acquired Assets" are referred to herein as the "*Transferred Assets*").

C. The Release Parties have requested that Agent release all Liens granted to Agent (for the ratable benefit of the Lenders) with respect to the Transferred Assets, and Agent has agreed to do so, in accordance with the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth in this Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 LIEN RELEASE

Section 1.1 Lien Release. The Agent represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Credit Agreement and the other Loan Documents in connection with the Transferred Assets. As of the Effective Date, the Agent hereby releases any and all Liens on the

Transferred Assets granted in favor of the Agent pursuant to the Loan Documents and Agent shall promptly file a UCC-3 financing statement amendment in the form attached hereto as Exhibit B amending the applicable UCC financing statement with Borrower as debtor and Agent as secured party whereby the Transferred Assets shall no longer be covered by such UCC financing statement. The Agent shall, at Borrower's expense, take all such other action and sign such other terminations, releases and discharges as may be reasonably requested by Borrower to effectuate the release of any and all liens, encumbrances, and security interests of the Agent in the Transferred Assets. The Release Parties hereby acknowledge that this release is being made without recourse to, or any representation or warranty by, the Agent. Nothing in this Release shall be construed to release Agent's and Lenders' liens and security interests on (i) any cash proceeds from the Asset Sale, (ii) any of Borrower's assets that do not constitute Transferred Assets, and (iii) any Collateral other than the Transferred Assets or to release Borrower as a Loan Party under the Loan Documents.

ARTICLE 2 CONDITIONS TO EFFECTIVENESS

Article 1 of this Agreement shall become effective as of the date on which the following conditions precedent have been satisfied or waived (such date is referred to as the "Effective Date"):

Section 2.1 Executed Agreement and Release. This Release shall have been duly executed and delivered to Agent by an Authorized Officer of each Release Party and shall be in full force and effect.

Section 2.2 Prepayment of Loans with Asset Sale Proceeds. Borrower shall use the proceeds of the Asset Sale to prepay the Term Loan A in an aggregate amount equal to at least \$9,600,000 on or before the date hereof.

Section 2.3 Other Prepayment of Loans. Borrower shall also prepay a portion of the Term Loan A installment payment of \$675,000 due on March 31, 2017 in an aggregate amount equal to at least \$450,000 on or before the date hereof.

Section 2.4 Closing of Asset Sale; Sale Documents. Agent shall have received (in form and substance acceptable to Agent) (a) evidence that the Asset Sale has closed, and (b) a fully executed copy of the Purchase Agreement and any other documents executed by any Release Party in connection with the Asset Sale, and such documents shall be in full force and effect. The Purchase Agreement shall not have been amended or otherwise modified except as otherwise agreed by Agent.

ARTICLE 3 MISCELLANEOUS

Section 3.1 Effect of Release. From and after the date hereof, all references to the Credit Agreement set forth in any other Loan Document or other agreement or instrument shall, unless otherwise specifically provided, be references to the Credit Agreement as modified by this Release and as may be further amended, modified, restated or supplemented from time to time. This Release is limited as specified and shall not constitute or be deemed to constitute an amendment, modification or waiver of any provision of the Credit Agreement or any other Loan Document except as expressly set forth herein. Except as expressly amended hereby, the Credit Agreement shall remain in full force and effect in accordance with its terms. Neither this Release, nor any actions taken in accordance with this Release or the Loan Documents shall be construed as a waiver of or consent to any existing or future Default or Event of Default (including the Current Events of Default) under any Loan Documents, as to which Agent's and Lenders' rights shall remain reserved.

Section 3.2 Ratification of Loan Documents. Except as expressly set forth herein, all of the terms and conditions of the Credit Agreement and the other Loan Documents are hereby ratified and confirmed and continue unchanged and in full force and effect.

Section 3.3 Governing Law. This Release shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to the conflicts of law provisions thereof).

Section 3.4 Expenses. Release Parties agree to pay upon demand all reasonable out-of-pocket costs and expenses of the Agent and each Lender (including, without limitation, the fees and expenses of counsel) in connection with the preparation, negotiation, execution and delivery of this Release.

Section 3.5 Waiver of Trial by Jury. EACH RELEASE PARTY REAFFIRMS ITS WAIVER OF THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE COLLATERAL.

Section 3.6 Severability. Wherever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable Laws, but if any provision of this Release shall be prohibited by or invalid under applicable Laws, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provision or the remaining provisions of this Release.

Section 3.7 Successors and Assigns. This Release shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

Section 3.8 Construction. The headings of the various sections and subsections of this Release have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof.

Section 3.9 Counterparts; Effectiveness. This Release may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Release shall become effective upon the execution and delivery of a counterpart hereof by Release Parties, Agent and each Lender. Signatures of the parties to this Release transmitted by facsimile or via other electronic format shall be deemed to be their original signatures for all purposes.

[Signatures on following pages.]

IN WITNESS WHEREOF, intending to be legally bound, and intending that this document constitute an agreement executed under seal, the undersigned have executed this Release under seal as of the day and year first hereinabove set forth.

BORROWER:

SOUTHCOMM BUSINESS MEDIA, LLC

By: Christopher M Farrell
Name: Christopher M Farrell
Title: CEO

GUARANTORS:

**TARGET COMMUNICATIONS, LLC
SOUTHCOMM CUSTOM PUBLISHING, INC.
SOUTHCOMM PUBLISHING COMPANY, INC.
CYGNUS PUBLISHING, LLC**

By: Christopher M Farrell
Name: Christopher M Farrell
Title: President

SCI:

SOUTHCOMM, INC.

By: Christopher M Farrell
Name: Christopher M Farrell
Title: CEO

SPONSOR:

SOLIDUS COMPANY, L.P.

By: _____
Name:
Title:

IN WITNESS WHEREOF, intending to be legally bound, and intending that this document constitute an agreement executed under seal, the undersigned have executed this Release under seal as of the day and year first hereinabove set forth.

BORROWER:

SOUTHCOMM BUSINESS MEDIA, LLC

By: _____
Name:
Title:

GUARANTORS:

**TARGET COMMUNICATIONS, LLC
SOUTHCOMM CUSTOM PUBLISHING, INC.
SOUTHCOMM PUBLISHING COMPANY, INC.
CYGNUS PUBLISHING, LLC**

By: _____
Name:
Title:

SCI:

SOUTHCOMM, INC.

By: _____
Name:
Title:

SPONSOR:


SOLIDUS COMPANY, L.P.

By: _____
Name: *Victor G. Goff*
Title: *CEO*

AGENT:

CVP LOAN SERVICING LLC

By: Credit Value Partners, LLC, as sole member

By:  _____

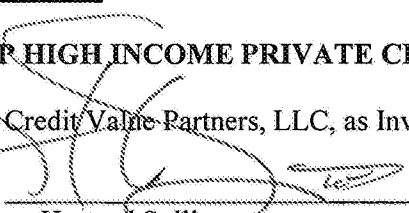
Name: Howard Sullivan

Title: Chief Operating Officer

LENDERS:

CVP HIGH INCOME PRIVATE CREDIT MASTER FUND LP

By: Credit Value Partners, LLC, as Investment Manager

By:  _____

Name: Howard Sullivan

Title: Chief Operating Officer

CREDIT VALUE MASTER FUND III, LP

By: Credit Value Partners, LLC, as Investment Manager

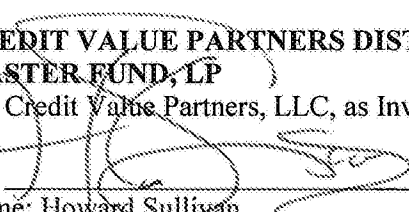
By:  _____

Name: Howard Sullivan

Title: Chief Operating Officer

CREDIT VALUE PARTNERS DISTRESSED DURATION MASTER FUND, LP

By: Credit Value Partners, LLC, as Investment Manager

By:  _____

Name: Howard Sullivan

Title: Chief Operating Officer

BELL ATLANTIC MASTER TRUST

By: Credit Value Partners, LLC, as Investment Manager

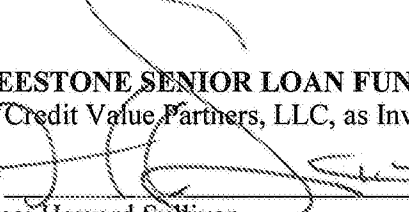
By:  _____

Name: Howard Sullivan

Title: Chief Operating Officer

FREESTONE SENIOR LOAN FUND LP

By: Credit Value Partners, LLC, as Investment Manager

By:  _____

Name: Howard Sullivan

Title: Chief Operating Officer

FREESTONE OPPORTUNITY PARTNERS LP

By: Credit Value Partners, LLC, as Investment Manager

By: 

Name: Howard Sullivan

Title: Chief Operating Officer

**FREESTONE OPPORTUNITY QUALIFIED PARTNERS
LP**

By: Credit Value Partners, LLC, as Investment Manager

By: 

Name: Howard Sullivan

Title: Chief Operating Officer