

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 4541/0776		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Suntrust Bank		09/29/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ten-X, LLC (formerly known as Auction.com, LLC)		
Street Address:	One Mauchly		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3882160	REDC	
Registration Number:	3882161	REDC	
Registration Number:	3760493	RED CROWN REALTY	
Registration Number:	3760494	RED CROWN REALTY	
Registration Number:	3847080	REDC REALTY SERVICES	
Registration Number:	3862609	REDC REALTY SERVICES	
Registration Number:	3859517	REDCDEFAULTSOLUTIONS	
Registration Number:	3859518	REDCDEFAULTSOLUTIONS	
Registration Number:	3777139	LENDERMUSTSELL	
Registration Number:	3777142	LENDERMUSTSELL	
Registration Number:	3924511	AUCTIONTODAY	
Registration Number:	3776520	USHOMEAUCTION	
Serial Number:	85172009	AUCTION.COM	
Serial Number:	85172010	AUCTION.COM	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

CH \$365.00 3882160

Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36772-145 RMP
NAME OF SUBMITTER:	Renee M. Prescan
SIGNATURE:	/Renee M. Prescan/
DATE SIGNED:	10/12/2017

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 29, 2017 (the "Release"), is made by SUNTRUST BANK, as Administrative Agent ("Administrative Agent"), under that certain Trademark Security Agreement, made as of May 12, 2011, by TEN-X, LLC (formerly known as Auction.com, LLC), a Delaware limited liability company ("Grantor"), in favor of the Administrative Agent (as amended, supplemented or modified and in effect from time to time, the "Trademark Security Agreement"). Unless otherwise defined herein, terms defined in the Trademark Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent a security interest in the Trademark Collateral (as defined below); and

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 16, 2011 at Reel 4541, Frame 0776; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all of the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. "Trademark Collateral" means all of Grantor's right, title and interest in and to the following: (i) all of its Trademarks and Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark (including, without limitation, the United States and European Union trademarks set forth on Schedule 1 annexed hereto); (ii) all renewals and extensions of the foregoing, (iii) all goodwill of such Grantor's business connected with the use of, and symbolized by, each such Trademark and (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
2. The Administrative Agent hereby absolutely, unconditionally and irrevocably terminates, cancels, extinguishes, discharges and releases, in its entirety, for the benefit of Grantor and its successors and assigns: (a) all liens and security interests created under the Guaranty and Security Agreement and the Trademark Security Agreement in the Trademark Collateral; (b) all of the Administrative Agent's rights, title and interest in, to and under the Trademark Collateral; and (c) all liens and security interests granted to the Administrative Agent in the Trademark Collateral.
3. The Administrative Agent hereby represents and warrants that it has full authority to execute and deliver this Release.
4. The parties hereto authorize and request that the Commissioner for

Trademarks at the United States Patent and Trademark Office or its delegate record this Release against the Trademark Collateral.

5. The Administrative Agent agrees to perform all further acts and provide, execute and/or deliver all further information, authorization, documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.

6. This Release may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Release shall not waive any of its rights under such terms or provisions. This Release shall be binding upon the Administrative Agent's representatives, successors, assigns and transferees and is made in favor of and for the benefit of Grantor and its successors and assigns.

7. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Trademark Rights to be duly executed as of the date first set forth above.

SUNTRUST BANK, as Administrative Agent

By: 
Name: _____
Title: DAVID BENNETT
Director

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

I. REGISTERED TRADEMARKS

Trademark	Class	Registration No. and Date	Owner
REDC	35,36	3882160 11/30/2010	Auction.com, LLC
REDC (Design)	35,36	3882161 11/30/2010	Auction.com, LLC
RED CROWN REALTY	36	3760493 03/16/2010	Auction.com, LLC
RED CROWN REALTY (Design)	36	3760494 03/16/2010	Auction.com, LLC
REDC REALTY SERVICES	36	3847080 09/14/2010	Auction.com, LLC
REDC REALTY SERVICES (Design)	36	3862609 10/19/2010	Auction.com, LLC
REDCDEFAULTSOLUTIONS	35,36	3859517 10/12/2010	Auction.com, LLC
REDCDEFAULTSOLUTIONS (Design)	35,36	3859518 10/12/2010	Auction.com, LLC
LENDERMUSTSELL	36	3777139 04/20/2010	Auction.com, LLC
LENDERMUSTSELL (Design)	36	3777142 04/20/2010	Auction.com, LLC
AUCTIONTODAY (European Union)	35, 36	008391674 01/31/2010	Auction.com, LLC
AUCTIONTODAY (Design)	36	3924511 03/01/2011	Auction.com, LLC
USHOMEAUCTION	35,36	3776520 04/13/2010	Auction.com, LLC
REDC (European Union)	35, 36	008391617 01/12/2010	Auction.com, LLC
REDC (Design) (European Union)	35, 36	008392003 01/31/2010	Auction.com, LLC

II. TRADEMARK APPLICATIONS

Trademark	Class	Application No. and Date	Owner
AUCT!ON.COM	35	85172009 11/08/2010	Auction.com, LLC
AUCT!ON.COM (Design)	35	85172010 11/08/2010	Auction.com, LLC