# OP \$40.00 4189570

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM450221

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Fifth Third Bank	11/08/2		Corporation: OHIO	

## **RECEIVING PARTY DATA**

Name:	Security Choice, LLC
Street Address:	1101 521 Corporate Center Drive
City:	Fort Mill
State/Country:	SOUTH CAROLINA
Postal Code:	29707
Entity Type:	Limited Liability Company: NORTH CAROLINA

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4189570	SECURITY CHOICE

## **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	11/08/2017

## **Total Attachments: 5**

source=Tab 03c - Release of Trademark Security Agreement 4968-543#page1.tif source=Tab 03c - Release of Trademark Security Agreement 4968-543#page2.tif source=Tab 03c - Release of Trademark Security Agreement 4968-543#page3.tif source=Tab 03c - Release of Trademark Security Agreement 4968-543#page4.tif source=Tab 03c - Release of Trademark Security Agreement 4968-543#page5.tif

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): Fifth Third Bank	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No  Name: Security Choice, LLC		
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☐ Other ☐ Other ☐ Citizenship (see guidelines)USA Additional names of conveying parties attached? ☐ Yes ☒ No  3. Nature of conveyance/Execution Date(s):  Execution Date(s)November 8, 2017 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other Release of Security Interest	Street Address: 1101 521 Corporate Center Drive  City: Fort Mill  State: SC.		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 4189570  Additional sheet(s) attached? Yes X No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:		
Internal Address:  Street Address: c/o Cahill Gordon & Reindel LLP  80 Pine Street	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged to deposit account Enclosed		
City: New York  State: NY Zip: 10005  Phone Number: (212) 701-3365  Docket Number: Email Address: ecarrera@cahill.com	8. Payment Information:  Deposit Account Number  Authorized User Name		
Signature Elaine Carrera Name of Person Signing	November 8, 2017  Date  Total number of pages including cover sheet, attachments, and document:  5 1) should be faxed to (571) 273-0140, or mailed to:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release") dated as of November 8, 2017 is made by **FIFTH THIRD BANK**, an Ohio banking corporation, as Administrative Agent ("Administrative Agent") for the Lenders, and is as follows:

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of June 10, 2011 (the "Collateral Agreement"), SECURITY CHOICE, LLC, a North Carolina limited liability company ("Grantor"), and Administrative Agent are parties to that Trademark Security Agreement, dated as of February 22, 2013 (the "Agreement"), which was recorded with the United States Patent and Trademark Office on February 22, 2013 in its records at Reel 4968, Frame 0543; capitalized terms used but not defined herein will have the meaning given to them in the Collateral Agreement;

WHEREAS, pursuant to the Agreement, by reference to the Collateral Agreement, the Grantor granted, pledged and collaterally assigned to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under, whether then-existing or thereafter arising or acquired: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark registration and Trademark application described on Schedule A; (ii) each Trademark License, including without limitation, each Trademark License described on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, Administrative Agent desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby fully and finally terminates, releases and discharges (i) its security interest and other rights in, to and under, whether presently existing or hereafter arising or acquired, the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first written above.

## FIFTH THIRD BANK

By: 17/2 C: 47/2—
Name: Jodie R. Ayres

Title: Vice President

# SCHEDULE A

# **TRADEMARKS**

Description	Registration/ Application	Registration/ Application
	Number	Date Allowed
SECURITY CHOICE®	4189570	August 14, 2012

# SCHEDULE B

# TRADEMARK LICENSES

None.

**RECORDED: 11/08/2017**