OP \$190.00 4631606

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM446193

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release (Reel 5682 / Frame 0706)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/04/2017	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Transplace Southeast, LLC	
Street Address:	3010 Gaylord Parkway, Suite 200	
City:	Frisco	
State/Country:	TEXAS	
Postal Code:	75034	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4631606	BLACKBEARD
Registration Number:	4694550	
Registration Number:	4714901	
Registration Number:	4609420	M33
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS
Registration Number:	4605464	MCAP
Registration Number:	4623958	MPOWER

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/06/2017

900424056 REEL: 006200 FRAME: 0577

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional party addresses as attraction attracted? Yes			
Bank of America, N.A.	Additional names, addresses, or citizenship attached?			
	Name: _ ^{Transplace} Southeast, LLC			
Individual(s) Association	Street Address: 3010 Gaylord Parkway, Suite 200			
☐ Partnership ☐ Limited Partnership	City: Frisco			
Corporation- State:	State: TX			
★ Other Bank	Country: USA Zip: 75034			
Citizenship (see guidelines) USA	Individual(s) Citizenship			
Additional names of conveying parties attached? Yes X No				
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship			
Execution Date(s) October 4, 2017	Limited Partnership Citizenship			
Assignment Merger	Corporation Citizenship			
	Other LLC - Delaware Citizenship USA			
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No			
Other Release (Reel 5682 / Frame 0706)	(Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	d identification or description of the Trademark. B. Trademark Registration No.(s)			
7. Trademark Application No.(6)	See attached Schedule A			
	Additional sheet(s) attached? X Yes No			
C. Identification or Description of Trademark(s) (and Filing				
5. Name & address of party to whom correspondence				
concerning document should be mailed:	6. Total number of applications and registrations involved:			
Name: Doris Ka, Legal Assistant				
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address: 80 Pine Street	Authorized to be charged to deposit account			
	L_J Enclosed			
City: New York	8. Payment Information:			
State: NY Zip: 10005				
Phone Number: (212) 701-3569	Daniel Assessmit Niverban			
Docket Number: 30860.641	Deposit Account Number			
Email Address: dka@cahill.com	Authorized User Name			
9. Signature:	October 5, 2017			
Signature	Date			
Doris Ka	Total number of pages including cover sheet, attachments, and document: 4			
Name of Person Signing				

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 SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of October 5, 2017 (the "<u>Effective Date</u>"), is made by Bank of America, N.A., in its capacity as agent (the "<u>Agent</u>"), in favor of the grantor party identified on the signature page hereto (the "<u>Grantor</u>").

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of September 16, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Security Agreement (Trademarks), dated as of September 16, 2015 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 4, 2015 at Reel/Frame 5682/0706;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as agent for the Lenders

Nama

Title:

GRANTOR:

TRANSPLACE SOUTHEAST, LLC

SCHEDULE A

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Transplace Southeast,	BLACKBEARD	86219335	03/12/2014	4631606	11/04/2014
2.	Transplace Southeast, LLC	Design	86198980	02/20/2014	4694550	03/03/2015
3.	Transplace Southeast, LLC	Design	86219366	03/12/2014	4714901	04/07/2015
4.	Transplace Southeast,	M33	86198962	02/20/2014	4609420	09/23/2014
5.	Transplace Southeast, LLC	M33 INTEGRATED SOLUTIONS	77387785	02/04/2008	3611051	04/28/2009
6.	Transplace Southeast, LLC	MCAP	86198945	02/20/2014	4605464	09/16/2014
7.	Transplace Southeast, LLC	MPOWER	86199026	02/20/2014	4623958	10/21/2014

RECORDED: 10/06/2017