

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

12/08/2017
 900431489

ETAS ID: TM453850

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABELCONN, LLC	FORMERLY AC Acquisition Company, LLC	05/19/2009	Limited Liability Company: Delaware

RECEIVING PARTY DATA

Name:	CFB VENTURE FUND, L.P. - SERIES IV
Street Address:	11 SOUTH MERAMEC
Internal Address:	SUITE 1430
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2234246	ABELCONN

CORRESPONDENCE DATA

Fax Number: 2033255001
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: 203-325-5017
 Email: ipadilla@fdh.com
 Correspondent Name: Isela Padilla, Paralegal
 Address Line 1: c/o Finn Dixon & Herling LLP
 Address Line 2: Six Landmark Square
 Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Isela Padilla, Paralegal
SIGNATURE:	/s/Isela Padilla
DATE SIGNED:	12/08/2017

Total Attachments: 9
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MARQUETTE CAPITAL FUND I, LP
c/o Marquette Capital Fund I, LLC
600 South Sixth Street, Suite 3230,
Minneapolis, MN 55402

ARGOSY INVESTMENT PARTNERS III, LP
950 West Valley Road, Suite 2900,
Wayne, Pennsylvania 19087

May 19, 2009

CFB Venture Fund, L.P. – Series IV
Eleven South Meramec, Suite 1430,
St. Louis, Missouri 63105

Re: AbelConn, LLC, a Delaware limited liability company (the “Company”)

Ladies and Gentlemen:

Reference is made to (i) that certain Securities Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “SPA”) dated as of March 13, 2006 by and among ACN Investments, LLC (f/k/a AbelConn, LLC), a Minnesota limited liability company, AbelConn, LLC (f/k/a AC Acquisition Company, LLC), a Delaware limited Liability company (predecessor to the Company), Wallace B. Olson, Clifford L. Olson (“CLO”), CFB Venture Fund, L.P.-Series IV, a Delaware limited partnership (the “Agent”) as Agent on behalf of itself, Marquette Capital Fund I, LP (“Marquette”), Argosy Investment Partners III, LP (“Argosy” and together with Marquette, collectively, the “New Lenders”) and Hickory Venture Capital Corporation (“Hickory” and together with the Agent, CLO and the New Lenders, collectively, the “Lenders”), and (ii) the other loan documents related thereto including, all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the SPA, collectively, the “SPA Documents”).

On May 19, 2009 (the “Pay-off Date”), the Company may wire transfer to the Lenders, in accordance with the instructions set forth on Exhibit A attached hereto, \$3,109,056.31 in full payment of the Company’s obligations to the Lenders (collectively, the “Cash Pay-off Amount”). It is understood and agreed that the Cash Pay-Off Amount represents the full amount owing to the Lenders pursuant to the terms of the SPA Documents less the amount of \$1,295,524.81 owing to Argosy and \$1,295,524.81 owing to Marquette (collectively, the “Roll Over Amount”). The Roll Over Amount shall be deemed to have been paid in full to the New Lenders at the time

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of payment of the Cash Pay-Off Amount but for administrative ease shall not be wired to the New Lenders and shall instead remain with the Company and represent the new consideration for the New Lenders' new financing with the Company entered into on or around the date of the wiring of the Cash Pay-Off Amount (the "New Financing"). In furtherance of the foregoing, each New Lender hereby expressly authorizes the Company for administrative ease to so retain its portion of the Roll Over Amount for such purpose.

The Company will transmit the Cash Pay-off Amount to the Lenders, only upon the Agent's agreements, on behalf of the Lenders, to, upon receipt of the Cash Pay-off Amount:

(a) release all of the Agent's, for the benefit of the Lenders, security interests and liens in any collateral for the Company's now existing or hereafter arising obligations to the Lenders including, without limitation, the Agent's security interest in the Company's assets and any person (a "Third Party") who has pledged or hypothecated assets to the Lenders to secure the Company's obligations to the Lenders (or such Third Party's obligations to the Lenders with respect to the Company's obligations to the Lenders) upon such payment;

(b) authorize the New Lenders to prepare and file on behalf of the Agent, such termination statements or other lien or pledge satisfactions or releases or re-assignments of trademarks (and if applicable, in recordable form) as the New Lenders and/or Minnesota Bank & Trust, a Minnesota banking corporation ("MBT") may reasonably require to terminate the Agent's and the Lenders' interest in the Company's and each Third Party's assets upon such payment;

(c) release each Third Party from its obligations with respect to the Company's obligations to the Lenders;

(d) release any guarantor of the Company's obligations to the Lenders from his/her obligations with respect to such guaranty;

(e) return to the Company the originals of any and all promissory notes previously delivered to the Agent on behalf of the Lenders, duly marked "paid in full" or "cancelled" (or with written authorizations to so mark such documents after the Pay-off Date actually occurs); and

(f) execute and deliver to or for the Company or the New Lenders such additional documents and provide additional information as the Company or the New Lenders may reasonably require to carry out the terms hereof.

MBT is a third party beneficiary of the foregoing provisions and is entitled to rely on such provisions as if it were a party hereto.

Please indicate the Agent's and Lenders' acceptance to wire transfer of the above-described Cash Pay-off Amount and acknowledgment and agreement by the Agent and the Lenders, that upon receipt of the Cash Pay-off Amount and deemed receipt of the Roll Over Amount, as applicable, (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Company under or relating to the SPA Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by the Lenders, in any property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged without any further action of the Agent or any other Lender and (iii) the SPA Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination.

For the avoidance of doubt, it is understood and agreed that the foregoing shall in no way be deemed a release of any new lien or credit support (including any guaranty) granted or provided to the New Lenders in connection with the New Financing.

Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC, its general partner

By: Thomas W. Jenkins
Name: Thomas W. Jenkins
Title: Managing Member

Argosy Investment Partners III, L.P.

By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By: _____
Name: Michael R. Bailey
Title: Vice President

Accepted and agreed to this May 17, 2009.

CFB Venture Fund, L.P. – Series IV, as Agent and a Lender

By: CFB Partners, LLC – Series IV, General Partner

By: _____
Its: _____

Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC,
its general partner

By: Thomas W. Jenkins
Name: Thomas W. Jenkins
Its: Managing Member

Argosy Investment Partners III, L.P.

By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By: _____
Name: Michael R. Bailey
Title: Vice President

Signatures continued on following page


Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC, its general partner

By: _____
Name: _____
Title: _____

Argosy Investment Partners III, L.P.

By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By:  _____
Name: Michael R. Bailey
Title: Vice President

Accepted and agreed to this May 11, 2009.

CFB Venture Fund, L.P. – Series IV, as Agent and a Lender

By: CFB Partners, LLC – Series IV, General Partner

By: _____
Its: _____

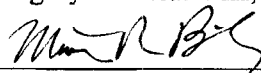
Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC,
its general partner

By: _____
Name: _____
Its: _____

Argosy Investment Partners III, L.P.

By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By:  _____
Name: Michael R. Bailey
Title: Vice President

Signatures continued on following page

Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC, its general partner

By: _____
Name: _____
Title: _____

Argosy Investment Partners III, L.P.

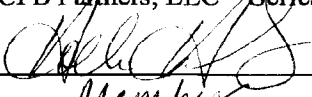
By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By: _____
Name: Michael R. Bailey
Title: Vice President

Accepted and agreed to this May 17, 2009.

CFB Venture Fund, L.P. – Series IV, as Agent and a Lender

By: CFB Partners, LLC – Series IV, General Partner

By:  _____
Its: Member _____

Marquette Capital Fund I, LP

By: Marquette Capital Partners, LLC,
its general partner

By: _____
Name: _____
Its: _____

Argosy Investment Partners III, L.P.

By: Argosy Associates III, L.P., its general partner
By: Argosy Associates III, Inc., its general partner

By: _____
Name: Michael R. Bailey
Title: Vice President

Signatures continued on following page

Continuation of Signature Page to Payoff Letter of Marquette Capital Fund I, LP and Argosy
Investment Partners III, L.P., dated May 11, 2009

Hickory Venture Capital Corporation

By: 

Its: VICE PRESIDENT

Clifford L. Olson

The Company agrees to the foregoing

AbelConn, LLC, a Delaware limited liability company

By: _____

Its: _____

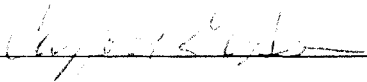
*Continuation of Signature Page to Payoff Letter of Marquette Capital Fund I, LP and Argosy
Investment Partners III, L.P., dated May 19, 2009*

Hickory Venture Capital Corporation

By: _____

Its: _____

Clifford L. Olson



The Company agrees to the foregoing

AbelConn, LLC, a Delaware limited liability company

By: _____

Its: _____

*Continuation of Signature Page to Payoff Letter of Marquette Capital Fund I, LP and Argosy
Investment Partners III, L.P., dated May 19, 2009*

Hickory Venture Capital Corporation

By: _____
Its: _____

Clifford L. Olson

The Company agrees to the foregoing

AbelConn, LLC, a Delaware limited liability company

By: William B. [Signature]
Its: President ECE