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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456280

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK, as administrative agent		12/29/2017	Bank: GEORGIA

# **RECEIVING PARTY DATA**

Name:	UNIDINE CORPORATION
Street Address:	1000 Washington Street
Internal Address:	Suite 510
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02118
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	2982788	UNIDINE	
Registration Number:	2982787	PUTTING OUR EXPERTISE ON THE TABLE	
Registration Number:	2996715	U	
Registration Number:	4726886	LEAD WITH DINING	
Registration Number:	4302761	OH SO GOOD	
Registration Number:	4377671		

# CORRESPONDENCE DATA

**Fax Number:** 7044448841

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:** 704 373 8843

**Email:** edavenport@mcguirewoods.com

Correspondent Name: Joseph T. Polonsky, McGuireWoods LLP

Address Line 1: 201 North Tryon Street

Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202-2146

NAME OF SUBMITTER:	Joseph T. Polonsky
SIGNATURE:	/Joseph T. Polonsky/

DATE SIGNED:	12/29/2017
Total Attachments: 4	

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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 December 29, 2017 is made by SUNTRUST BANK, as administrative agent, (the "Agent"), in favor of UNIDINE CORPORATION, a Delaware corporation (the "Grantor"), in favor of the Agent.

WHEREAS, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of February 11, 2016 (as amended, supplemented or modified and in effect from time to time, the "<u>Trademark Security Agreement</u>"; capitalized terms used herein without definition are defined in the Trademark Security Agreement) in favor of the Agent, pursuant to which the Grantor granted a continuing security interest to the Agent in all of Grantor's right, title and interest in, to and under the following Collateral (collectively, the "<u>Trademark Collateral</u>"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including without limitation, the Trademarks set forth on Schedule 1 to the Trademark Security Agreement;
  - (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the 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 laws or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

**WHEREAS,** an executed copy of the Trademark Security Agreement was recorded with the Trademark Assignment Recordation Branch of the United States Patent and Trademark Office on February 11, 2016 at Reel 5729, Frame 0240; and

**WHEREAS,** the Agent has agreed to terminate and release its security interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto, being the same Trademarks set forth on Schedule 1 to the Trademark Security Agreement.

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement and (b) terminate, cancel, relinquish, discharge and release to the Grantor its liens and security interests in, to and under, and reassigns to the Grantor, any and all right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto, granted to it pursuant to the Trademark Security Agreement, and all goodwill of the business connected with the use of, and symbolized by, each trademark and trademark application set forth on <u>Schedule A</u>.

The Agent hereby agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the termination, cancellation, release, relinquishment and discharge of its continuing security interest in, to and under all of the Trademark Collateral contemplated hereby.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict-of-laws principles (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) thereof.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the 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 Assa Assas Assas Title

VILLE PRESIDENT

[Signature Page to Termination and Release of Security Interest in Trademarks]

# SCHEDULE A TRADEMARK REGISTRATIONS AND APPLICATIONS

# Trademarks

# I REGISTERED TRADEMARKS

Mark	Jurisdiction and Registration Body	Reg. No./Serial No.	Reg. Date/Filing Date
"UNIDINE"	U.S.	2982788	08/09/05
"PUTTING OUR EXPERTISE ON THE TABLE"	US	2982787	08/09/05
-4D.	U.S.	2996715	09/20/05
"LEAD WITH DINING"	U.S.	472 <del>6</del> 886	04/28/15
"OH SO GOOD"	U.S.	4302761	03/12/13
	U.S.	4377671	07/30/13

# II. TRADEMARK APPLICATIONS

None

**RECORDED: 12/29/2017**