# 3H \$90,000 2

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM471117

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: TRADEMARK RELEASE AND REASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PennantPark Investment Administration, LLC, as administrative agent		04/23/2018	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	MAILSOUTH, INC.		
Street Address:	5901 Highway 52 East		
Internal Address:	Attn: Julie Abraham		
City:	Helena		
State/Country:	ALABAMA		
Postal Code:	35080		
Entity Type:	Corporation: ALABAMA		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2426850	ADVERTISING THAT HITS HOME
Registration Number:	2117868	MAILSOUTH
Registration Number:	4325875	MSPARK

#### **CORRESPONDENCE DATA**

**Fax Number:** 6178568201

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:** 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: BROWN RUDNICK LLP

Address Line 1: ONE FINANCIAL CENTER

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 028228.0024		
NAME OF SUBMITTER:	Mark S. Leonardo	
SIGNATURE:	/MARK S. LEONARDO/	
DATE SIGNED:	04/24/2018	

**Total Attachments: 3** 

TRADEMARK REEL: 006320 FRAME: 0252

source=15\_PennantPark MailSouth - Trademark Release (2L) (Executed)#page1.tif source=15\_PennantPark MailSouth - Trademark Release (2L) (Executed)#page2.tif source=15\_PennantPark MailSouth - Trademark Release (2L) (Executed)#page3.tif

TRADEMARK REEL: 006320 FRAME: 0253

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 23, 2018, by PennantPark Investment Administration, LLC, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement and the Guaranty and Security Agreement (as defined below), as applicable.

#### WITNESSETH:

WHEREAS, MailSouth, Inc., an Alabama corporation ("<u>Grantor</u>"), Secured Party, the other Credit Parties party thereto, and the lenders from time to time party thereto are each a party to that certain Second Lien Credit Agreement, dated as of April 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, in connection with the Credit Agreement, Grantor and Secured Party entered into that certain Guaranty and Security Agreement, dated as of April 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor and Secured Party entered into that certain Trademark Security Agreement, dated as of April 22, 2016 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party, for the benefit of the Secured Parties, in the Trademark Collateral (as defined in the Security Agreement) as collateral security for the Secured Obligations of the Grantor to the Secured Parties, including the Trademarks (as defined in the Credit Agreement) set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 22, 2016, at Reel 005776, Frame 0202;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Secured Party hereby terminates, cancels, releases and discharges, all of its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on <a href="Schedule 1">Schedule 1</a> hereto, whether granted pursuant to the Security Agreement, the Guaranty and Security Agreement or any other agreement or document delivered in connection with the Credit Agreement.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest (if any) in and to the Trademark Collateral.
- 3. Secured Party agrees, at the expense of the Grantor, to cooperate with the Grantor and to provide the Grantor with any information and additional authorization reasonably required to effect the release of Secured Party's security interests in the Trademark Collateral.
- 4. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

TRADEMARK REEL: 006320 FRAME: 0254 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

## PENNANTPARK INVESTMENT ADMINISTRATION, LLC

By:

Name: Arthur H. Penn

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND SECURITY AGREEMENT RELEASE]

TRADEMARK REEL: 006320 FRAME: 0255

# SCHEDULE 1

# Trademark Registrations

Mark	Owner	Jurisdiction	Registration No.	Registration Date
Advertising That Hits	MailSouth, Inc.	USPTO	2426850	February 6, 2001
Home				-
MailSouth	MailSouth, Inc.	USPTO	2117868	December 2, 1997
MSPARK	MailSouth, Inc.	USPTO	4325875	April 23, 2013

**RECORDED: 04/24/2018** 

TRADEMARK
REEL: 006320 FRAME: 0256