

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5422/0989		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Fund III, L.P., as Administrative Agent		07/02/2018	Limited Partnership: MISSOURI
RECEIVING PARTY DATA			
Name:	BNI Global, LLC		
Street Address:	11525 N. Community House Road Suite 475		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BNI Franchising, LLC		
Street Address:	11525 N. Community House Road Suite 475		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BNI Connect Global, LLC		
Street Address:	11525 N. Community House Road Suite 475		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BNI Holdings, LLC		
Street Address:	11525 N. Community House Road Suite 475		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28277		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3439110	BNI	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2233431	BNI
Registration Number:	4494662	BNI
Registration Number:	4436057	BUSINESS NETWORK INT'L
Registration Number:	1805510	BNI THE BUSINESS NETWORK INTL.
Registration Number:	3069990	GIVERS GAIN
Registration Number:	3677755	LOCAL BUSINESS - GLOBAL NETWORK
Registration Number:	3563283	CHANGING THE WAY THE WORLD DOES BUSINESS
Registration Number:	3455604	INTERNATIONAL NETWORKING DAY
Registration Number:	3416104	INTERNATIONAL NETWORKING WEEK
Registration Number:	4022645	BNI CONNECT
Registration Number:	4367366	BNI CORPORATE CONNECTIONS

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	58953-10030
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/02/2018

Total Attachments: 4

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**TERMINATION OF SECURITY INTEREST
IN TRADEMARKS**

THIS TERMINATION OF SECURITY INTEREST AND RELEASE OF COLLATERAL is made effective as of July 2, 2018 (the "Effective Date") by Eagle Fund III, L.P., a Missouri limited partnership, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WHEREAS, in connection with the Senior Subordinated Credit Agreement, dated as of December 8, 2014 (as amended by the First Amendment, dated as of September 30, 2016 and as may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BNI Global, LLC, a Delaware limited liability company, BNI Franchising, LLC, a Delaware limited liability company, BNI Connect Global, LLC, a Delaware limited liability company and BNI Holdings, LLC, a Delaware limited liability company (collectively, the "Grantors"), the lenders party thereto and Administrative Agent, the Grantors executed and delivered a Senior Subordinated Pledge and Security Agreement, dated as of December 8, 2014, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"; all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantors granted the Administrative Agent, among other collateral as set forth therein, a security interest in the trademarks listed on Schedule A; and for the purpose of recording such security interest with respect to the Trademark Collateral with the United States Patent and Trademark Office, the Grantors and the Administrative Agent entered into that Senior Subordinated Patent and Trademark Security Agreement, dated as of December 8, 2014 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 19, 2014 at Reel/Frame 5422/0989;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Security Agreement and the Trademark Collateral listed therein;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth herein, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature in, to and under the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the

meaning provided by reference in the Security Agreement.


2. Release of Security Interest. The Administrative Agent hereby terminates the Trademark Security Agreement and terminates, releases, discharges and disclaims any lien, security interest, pledge and/or assignment created in its favor in the Trademark Collateral listed on Schedule A hereto, and any right, title or interest of the Administrative Agent in such Trademark Collateral listed on Schedule A hereto shall hereby cease and become void.
3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.
4. Recordation. The Administrative Agent authorizes the United States Commissioner for Trademarks and any other applicable government officer to record this Termination of Security Interest and Release of Collateral.
5. Governing Law. This Termination of Security Interest and Release of Collateral shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Termination of Security Interest and Release of Collateral to be executed by a duly authorized representative as of the date first written above.

EAGLE FUND III, L.P., as Administrative Agent

By: Eagle Fund III Partners, L.L.C., its general partner

By: 
Name: MATTHEW KOSTON
Title: MANAGING PARTNER

SCHEDULE A

Trademarks	App. Serial No. Filing Date	Reg. No. Reg. Date	Grantor
BNI	77129931 3/13/2007	3439110 6/3/2008	BNI Global, LLC
	75313880 6/24/1997	2233431 3/23/1999	BNI Global, LLC
	86022426 7/29/2013	4494662 3/11/2014	BNI Global, LLC
BUSINESS NETWORK INT'L	85895032 4/4/2013	4436057 11/19/2013	BNI Global, LLC
BNI THE BUSINESS NETWORK INT'L	74188406 7/25/1991	1805510 11/16/1993	BNI Global, LLC
GIVERS GAIN	76634682 3/31/2005	3069990 3/21/2006	BNI Global, LLC
LOCAL BUSINESS - GLOBAL NETWORK	77603077 10/29/2008	3677755 9/1/2009	BNI Global, LLC
CHANGING THE WAY THE WORLD DOES BUSINESS	77338601 11/28/2007	3563283 1/20/2009	BNI Global, LLC
International Networking Day and design 	78882193 5/12/2006	3455604 6/24/2008	BNI Global, LLC
International Networking Week and design 	78892434 5/25/2006	3416104 4/22/2008	BNI Global, LLC
BNI CONNECT	85240310 2/11/2011	4022645 9/6/2011	BNI Connect Global, LLC
BNI CORPORATE CONNECTIONS	85750685 10/10/2012	4367366 7/16/2013	BNI Global, LLC