

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481364

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Huntington National Bank		07/05/2018	National Banking Association:

RECEIVING PARTY DATA

Name:	InfoCision, Inc.
Street Address:	325 Springside Drive
City:	Akron
State/Country:	OHIO
Postal Code:	44333
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2263878	IC
Registration Number:	2064488	INFOCISION
Registration Number:	2219181	IMC
Registration Number:	2721720	Q3
Registration Number:	2911216	CLICK4CHAT
Registration Number:	2983009	CLICK4CALLBACK
Registration Number:	2983010	CLICK4TALK
Registration Number:	2989386	TELLY
Registration Number:	3950825	THE HIGHEST QUALITY CALL CENTER COMPANY
Registration Number:	4887038	RAPID RESPONSE ROUTING
Serial Number:	85694991	R3

CORRESPONDENCE DATA

Fax Number: 3305255535

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: 330-258-6531

Email: ipdocketakron@bdblaw.com

Correspondent Name: PAUL C. FILON

Address Line 1: 3800 EMBASSY PARKWAY, SUITE 300

Address Line 4: AKRON, OHIO 44333

TRADEMARK

NAME OF SUBMITTER:	PAUL C. FILON
SIGNATURE:	/PAUL C. FILON/
DATE SIGNED:	07/11/2018
Total Attachments: 5 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTERESTS (“**Release**”) is made and effective as of July 5, 2018 and granted by The Huntington National Bank, a national banking association and successor by merger to FirstMerit Bank, N.A., and FirstMerit Equipment Finance, Inc. (collectively, the “**Secured Party**”), in favor of InfoCision, Inc., f/k/a InfoCision Management Corporation, a Delaware corporation with corporate offices at 325 Springside Drive, Akron, Ohio 44333 (the “**Borrower**”).

WHEREAS, pursuant to that certain Amended and Restated Credit and Security Agreement dated as of June 28, 2013 (the “**Credit Agreement**”) by and among InfoCision and Secured Party, InfoCision executed and delivered to the Secured Party (i) that certain Trademark Security Agreement dated as of June 28, 2013 (the “**Trademark Security Agreement**”) and (ii) that certain Copyright Security Agreement dated as of June 28, 2013 (the “**Copyright Security Agreement**”) and, together with the Trademark Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, InfoCision pledged and granted to the Secured Parties for the ratable benefit of the Secured Parties a security interest in and to all of InfoCision’s right, title and interest in, to and under the IP Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel: 0050067, Frames: 0599-0611 on July 11, 2013;

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office at Document Number V3630D039 P1-11, on July 16, 2013; and

WHEREAS, the Secured Obligations (as defined in the Security Agreements) secured by the Security Agreements have been paid off, and InfoCision has requested the Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to InfoCision of any and all right, title and interest the Secured Party may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the Security Agreements and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of InfoCision, and reassigns to InfoCision any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Exhibit A-1 hereto, together

with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("**Trademarks**");

(b) any and all copyrights, copyright applications and registrations, and like protections in each work of authorship, whether registered or unregistered and whether published or unpublished, including the copyright registrations and applications set forth in Exhibit A-2 hereto, and all extensions and renewals thereof ("**Copyrights**");

(c) all rights of any kind whatsoever of InfoCision accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Secured Party agrees to take all further actions, and provide to InfoCision and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as InfoCision and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

(Signatures on following page.)

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE HUNTINGTON NATIONAL BANK,
a national banking association and successor by
merger to FirstMerit Bank, N.A., and FirstMerit
Equipment Finance, Inc.

By: Lynn Alan Gruber
Name: Lynn Alan Gruber
Its: Vice President

STATE OF Ohio)
COUNTY OF Summit) SS:

Before me a Notary Public in and for said County and State, personally appeared the above named Lynn Gruber, a Vice President of The Huntington National Bank, a national banking association and successor by merger to FirstMerit Bank, N.A., and FirstMerit Equipment Finance, Inc., who acknowledged that he/she did sign the foregoing instrument on behalf of the bank, and that the same is his/her free act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on the 5th day of July, 2018.

Chelse Foster
Notary Public

CL2:482077_v2



CHELSE FOSTER
Notary Public, State of Ohio
My Comm. Expires April 2, 2020
Recorded in Summit County

EXHIBITA-1

Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
IC	74/718740	8-22-1995	2263878	7-27-1999
INFOCISION	74/719066	8-22-1995	2064488	5-27-1997
IMC	75/000910	10-3-1995	2219181	1-19-1999
Q3	75/801160	9-16-1999	2721720	6-3-2003
CLICK4CHAT	78/342806	12-18-2003	2911216	12-14-2004
CLICK4CALLBACK	78/342900	12-18-2003	2983009	8-9-2005
CLICK4TALK	78/342908	12-18-2003	2983010	8-9-2005
TELLY	78/428813	6-2-2004	2989386	8-30-2005
THE HIGHEST QUALITY CALL CENTER COMPANY IN THE WORLD!	85/116649	8-26-2010	3950825	8-26-2011
R3	85/694991	8-3-2012		
RAPID RESPONSE ROUTING	85/695007	8-3-2012	4887038	1-12-2016

EXHIBIT A-2

Copyrights

Title of Work	Reg. Date	Reg. No.
Quality skills assessment report	9-13-1999	TXu000919928
Predictive dialer training manual, March 3, 1993	4-14-1993	TXu000565753
Infocision : telephone marketing experts	1-24-2000	TX0005132346
InfoCision : telephone fundraising specialists	3-27-1998	TX0004786263
TeleResponse	1-2-1996	TX0004245087
Telefunding	1-2-1996	TX0004203065