

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM477638

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ally Bank		06/12/2018	Bank: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Facilitysource, LLC		
<b>Street Address:</b>	2020 N. Central Avenue, Suite 1200		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3957800	FACILITYSOURCE	
<b>Registration Number:</b>	3957513	FACILITYSOURCE	
<b>Registration Number:</b>	3212372	FACILITYSOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<i>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.</i>			
<b>Phone:</b>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Spencer Simon c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	121090.00005 SS		
<b>NAME OF SUBMITTER:</b>	Spencer F. Simon		
<b>SIGNATURE:</b>	/spencerfsimon/		
<b>DATE SIGNED:</b>	06/12/2018		
<b>Total Attachments: 2</b>			
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TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT AND  
SECURITY INTEREST

This Termination of Intellectual Property Security Agreement and Security Interest ("**Termination**") is entered into as of June 12, 2018 by and between **FACILITYSOURCE, LLC**, a Delaware limited liability company ("**Grantor**") and **ALLY BANK** ("**Bank**").

Whereas, pursuant to that certain Loan and Security Agreement, dated August 10, 2017 by and between Bank and Grantor (as amended, modified or supplemented from time to time, the "**Loan Agreement**"), Bank and Grantor entered into that certain Intellectual Property Security Agreement dated August 10, 2017 (the "**IP Agreement**"). Capitalized terms used herein are used as defined in the IP Security Agreement or, if not defined therein, the Loan Agreement.

Whereas, pursuant to the IP Agreement, Grantor granted and pledged to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property, except for U.S. intent-to-use trademark applications, unless and until a Statement of Use or Amendment to Allege Use is filed and accepted by the U.S. Patent and Trademark Office, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, "**Intellectual Property Collateral**").

Whereas, the IP Agreement was recorded in the United States Patent and Trademark Office on August 15, 2017, at Reel 6130, Frame 0238.

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Bank hereby represents, warrants, covenants and agrees as follows:

Bank hereby terminates the IP Agreement and hereby terminates, releases and forever discharges all of the rights and interests of Bank thereunder, including, without limitation, all of the rights and interests of Bank in and to the Intellectual Property Collateral (including without limitation those Trademarks listed on Exhibit A hereto).

Bank does hereby further authorize and consent that this Termination may be recorded and indexed by the Commissioner of Patents and Trademarks.

Dated: June 12, 2018

ALLY BANK

By: 

Name: Christopher T. Enno

Title: Authorized Signer

**Exhibit A**

**Trademarks**

<b><u>MARK</u></b>	<b><u>SERIAL NUMBER/ REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
FACILITYSOURCE	3957800	05/10/11
FACILITYSOURCE	3957513	05/10/11
FACILITYSOURCE	3212372	02/27/07