

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480348

|   |   |                       |                               |
|---|---|-----------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>                       | NEW ASSIGNMENT  |                       |                               |
| <b>NATURE OF CONVEYANCE:</b>                  | Release of Security Interest Recorded at Reel/Frame 5422/0964 |                       |                               |
| <b>CONVEYING PARTY DATA</b>                   |   |                       |                               |
| <b>Name</b>                                   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>            |
| Eagle Fund III, L.P., as Administrative Agent |   | 07/02/2018            | Limited Partnership: MISSOURI |
| <b>RECEIVING PARTY DATA</b>                   |   |                       |                               |
| <b>Name:</b>                                  | BNI Global, LLC   |                       |                               |
| <b>Street Address:</b>                        | 11525 N. Community House Road Suite 475                       |                       |                               |
| <b>City:</b>                                  | Charlotte   |                       |                               |
| <b>State/Country:</b>                         | NORTH CAROLINA  |                       |                               |
| <b>Postal Code:</b>                           | 28277   |                       |                               |
| <b>Entity Type:</b>                           | Limited Liability Company: DELAWARE                           |                       |                               |
| <b>Name:</b>                                  | BNI Franchising, LLC  |                       |                               |
| <b>Street Address:</b>                        | 11525 N. Community House Road Suite 475                       |                       |                               |
| <b>City:</b>                                  | Charlotte   |                       |                               |
| <b>State/Country:</b>                         | NORTH CAROLINA  |                       |                               |
| <b>Postal Code:</b>                           | 28277   |                       |                               |
| <b>Entity Type:</b>                           | Limited Liability Company: DELAWARE                           |                       |                               |
| <b>Name:</b>                                  | BNI Connect Global, LLC                                       |                       |                               |
| <b>Street Address:</b>                        | 11525 N. Community House Road Suite 475                       |                       |                               |
| <b>City:</b>                                  | Charlotte   |                       |                               |
| <b>State/Country:</b>                         | NORTH CAROLINA  |                       |                               |
| <b>Postal Code:</b>                           | 28277   |                       |                               |
| <b>Entity Type:</b>                           | Limited Liability Company: DELAWARE                           |                       |                               |
| <b>Name:</b>                                  | BNI Holdings, LLC   |                       |                               |
| <b>Street Address:</b>                        | 11525 N. Community House Road Suite 475                       |                       |                               |
| <b>City:</b>                                  | Charlotte   |                       |                               |
| <b>State/Country:</b>                         | NORTH CAROLINA  |                       |                               |
| <b>Postal Code:</b>                           | 28277   |                       |                               |
| <b>Entity Type:</b>                           | Limited Liability Company: DELAWARE                           |                       |                               |
| <b>PROPERTY NUMBERS Total: 12</b>             |   |                       |                               |
| <b>Property Type</b>                          | <b>Number</b>   | <b>Word Mark</b>      |                               |
| <b>Registration Number:</b>                   | 3439110   | BNI                   |                               |
| <b>TRADEMARK</b>                              |   |                       |                               |

| 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.

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Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 93386-30030   |
| 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 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 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 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 5422/0964;

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 Kasper  
Title: Managing Director

**SCHEDULE A**

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