

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5889/0490		
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: 1			
Property Type	Number	Word Mark	
Registration Number:	3752602	VCP PROCESS	
TRADEMARK			

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
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	07/02/2018
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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 Agreements 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");

WHEREAS, in connection with the Senior Subordinated Credit Agreement, dated as of December 8, 2014 (as amended, supplemented or otherwise modified from time to time, the "Senior Subordinated Credit Agreement" and together with the Credit Agreement, collectively, the "Credit Agreements"), among 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 "Senior Subordinated Security Agreement" and together with the Security Agreement, collectively, the "Security Agreements"); all capitalized terms contained herein but not otherwise defined shall have the meaning assigned to such term in the Security Agreements;

WHEREAS, pursuant to the Security Agreements, 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 September 30, 2016 and that Senior Subordinated Patent and Trademark Security Agreement, dated as of September 30, 2016 (collectively, the "Trademark Security Agreements");

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office on October 3, 2016 at Reel/Frame 5889/0490;

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its security interest in the Trademark Security Agreements 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 Agreements, 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 Agreements.
2. Release of Security Interest. The Administrative Agent hereby terminates the Trademark Security Agreements 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 Koster
Title: Managing Director

SCHEDULE A

Trademarks	App. Serial. No. Filing Date	Reg. No. Reg. Date	Grantor
VCP PROCESS	76667324 10/12/2006	3752602 2/23/2010	BNI Global, LLC