

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		10/01/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Inergex, LLC		
Street Address:	50 Fountain Plaza		
Internal Address:	Suite 700		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2618862	INERGEX	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<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>			
Phone:	9735302025		
Email:	trademarks@csglaw.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	One Boland Drive		
Address Line 2:	Chiesa Shahinian & Giantomasi PC		
Address Line 4:	West Orange, NEW JERSEY 07052		
NAME OF SUBMITTER:	Peter Nussbaum		
SIGNATURE:	/Peter Nussbaum/		
DATE SIGNED:	10/01/2018		
Total Attachments: 7			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of October 1, 2018 is made by KEYBANK NATIONAL ASSOCIATION, as agent (in that capacity and together with its permitted successors and assigns, "Agent") of the lending institutions named in Schedule 1 to the Credit Agreement, as hereinafter defined (the "Lenders"), in favor of INERGEX, LLC, a Delaware limited liability company (the "Pledgor").

WHEREAS, the Agent, the Lenders and the Pledgor are parties (along with Trec Global LLC, a Delaware limited liability company, and Crossfuzze LLC, a Delaware limited liability company), to a Credit and Security Agreement dated as of March 1, 2016 (as may have been amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") in favor of the Agency and the Lenders.

WHEREAS, in order to partially secure the Pledgor's obligations to the Agent and the Lenders under the Credit Agreement, the Pledgor executed and delivered in favor of the Agent that certain Intellectual Property Security Agreement dated as of March 1, 2016, made by and between the Pledgor and the Agent (as may have been amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Intellectual Property Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Intellectual Property Security Agreement) whereby the Pledgor pledged and granted to the Agent a security interest in all of the Pledgor's existing and future (a) Patents, including those set forth in Schedule A attached hereto; (b) Trademarks, including those set forth in Schedule B attached hereto; (c) Licenses, including those set forth in Schedule C attached hereto; and (d) Proceeds of any of the foregoing (collectively, the "Collateral");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on March 2, 2016 at Reel 5744, Frame 0347, with respect to the trademarks set forth in Schedule B thereto;

WHEREAS, the Agent, on behalf of the Lenders, wishes to release its security interests in and to the Collateral and, in connection therewith, the Agent, on behalf of the Lenders, has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent, on behalf of the Lenders, hereto agrees as follows:

1. Termination of Collateral Assignment. The Agent hereby agrees that the Intellectual Property Security Agreement dated as of March 1, 2016 is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.

2. Release of Security Interest. The Agent, for itself and its successors, representatives, agents and assigns, and on behalf of the Lenders and their successors, representatives, agents and assigns, hereby terminates, discharges and releases its and the Lenders' security interests in the Collateral and any other rights or interests it or the Lenders may have with respect thereto, and reassigns to the Pledgor any and all such rights and interests.

3. Recording with USPTO. The Agent hereby authorizes the Pledgor to file and record this Agreement with the USPTO.

4. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Further Assurances. The 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 interests contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION,
as Agent and as a Lender

By: _____

Print Name: *Robert E. Thompson*
Title: *Senior Vice President*

AGREED TO AND ACCEPTED:

INERSEX, LLC

By: Inersex Holdings, LLC, its sole member

By: _____

Print Name: Jon Gordon
Title: President and Chairman

{Signature Page to Termination and Release of Intellectual Property Security Agreement}

TRADEMARK
REEL: 006446 FRAME: 0647

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION,
as Agent and as a Lender

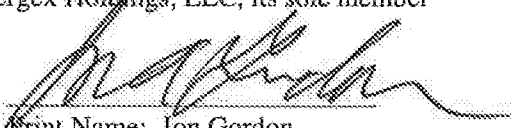
By: _____
Print Name:
Title:

AGREED TO AND ACCEPTED:

INERGEX, LLC

By: Inergex Holdings, LLC, its sole member

By:



Print Name: Jon Gordon
Title: President and Chairman

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006446 FRAME: 0648

SCHEDULE A

Patents

None.

SCHEDULE B

Trademarks

U.S. Trademark Registration No. 2,618,862 for INERGEX in Class 42.

SCHEDULE C

Licenses

None.