

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM487266

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Freeport Financial Partners LLC		08/23/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Messenger, LLC
Street Address:	318 E. 7th St.
City:	Auburn
State/Country:	INDIANA
Postal Code:	46706
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85648771	EXPRESSION GUEST REGISTRY
Serial Number:	77712711	GREEN EARTH MEMORIAL LINE
Serial Number:	77921044	MESSENGER

CORRESPONDENCE DATA

Fax Number: 5135796457
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: 5135796590
 Email: mmusekamp@kmlaw.com
 Correspondent Name: Mark Eric Musekamp
 Address Line 1: 1 E. 4th St., Ste. 1400
 Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	OR1050MA0012
NAME OF SUBMITTER:	Mark E. Musekamp
SIGNATURE:	/Mark E. Musekamp/
DATE SIGNED:	08/23/2018

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“**Release**”) is made and effective as of August 23, 2018 and granted by Freeport Financial Partners LLC (the “**Agent**”), a Delaware limited liability company, as administrative agent for the secured parties under the Credit Agreement referred to below (the “**Secured Parties**”), in favor of the Grantor described below.

WHEREAS, pursuant to that certain Credit Agreement (the “**Credit Agreement**”) dated as of December 5, 2014 (the “**Closing Date**”) by and among the Borrower, the other Loan Parties party thereto, the Lenders and L/C Issuers from time to time party thereto and Agent, as Agent for the Lenders and the L/C Issuers, DK Holding Company, LLC, a Delaware limited liability company (“**DK**”) and Messenger, LLC, a Delaware limited liability company (“**Messenger**”; Messenger, and DK, collectively, the “**Grantors**”) executed and delivered to the Agent (i) that certain Guaranty and Security Agreement by and among the Grantors and the Agent dated as of the Closing Date (the “**Guaranty and Security Agreement**”) and (ii) that certain Trademark Security Agreement by and among the Grantors and the Agent dated as of the Closing Date (the “**Trademark Security Agreement**” and, together with the Guaranty and Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, each Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5419, Frame 0899 on December 16, 2014;

WHEREAS, subsequent to the Closing Date, DK merged with and into Messenger, with Messenger as the surviving party and Messenger thereby succeeded by operation of law to, *inter alia*, all of the rights and obligations of DK under the Credit Agreement and the Security Agreements and all of DK’s right, title and interest in, to and under the Trademark Collateral described below; and

WHEREAS, Messenger has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to Messenger of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all Liens and security interests that it has pursuant to the Security Agreements in any and all right, title and interest in, to and under the Trademark Collateral described below to Messenger, and reassigns to Messenger any and all

right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Intellectual Property licenses providing for the grant by or to Messenger of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d)

all income, royalties, proceeds and Liabilities at any time due or payable with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Further Assurances. Agent hereby authorizes Grantor and any of its designees to record this Release and any other filings necessary to effectuate the release set forth herein with the Register of Copyrights of the United States Copyright Office. Agent agrees, at the Grantors’ expense, to take all further actions, and provide to the Grantors and their 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 the Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

4. 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would prevent the application of this Section (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

FREEPORT FINANCIAL PARTNERS LLC

as Agent

By: 

Name: Matthew M. Berdes

Title: Managing Director

SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY INTEREST

8594160

TRADEMARK

REEL: 006459 FRAME: 0958

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations and Applications

Mark/Name	Application No.	Application Date	Registration No.	Registration Date	Owner
<u>EXPRESSION GUEST REGISTRY</u>	85648771	June 11, 2012	4401289	September 10, 2013	Messenger, LLC (Delaware Limited Liability Company)
<u>GREEN EARTH MEMORIAL LINE</u>	77712711	April 13, 2009	3783528	May 4, 2010	Messenger, LLC (Delaware Limited Liability Company)
<u>MESSENGER</u> 	77921044	January 27, 2010	3924691	March 1, 2011	Messenger, LLC (Delaware Limited Liability Company)