

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance, LLC		11/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vesta Partners, Inc.		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: DELAWARE		
Name:	Vesta Partners, LLC		
Street Address:	300 First Stamford Place		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4009972	QMC	
Registration Number:	5063961	VESTA	
Registration Number:	4811805	RIZING	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	370694-158058		

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NAME OF SUBMITTER:	Noah Shier
SIGNATURE:	/Noah Shier/
DATE SIGNED:	11/16/2018
Total Attachments: 4 source=Rizing_Trademark_Security_Release#page1.tif source=Rizing_Trademark_Security_Release#page2.tif source=Rizing_Trademark_Security_Release#page3.tif source=Rizing_Trademark_Security_Release#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated January 23, 2018 (the "Pledge and Security Agreement") and that certain Notice of Grant of Security Interest in Trademarks, dated January 23, 2018, recorded in the United States Patent and Trademark Office at Reel 6255, Frame 0054 on January 23, 2018 (the "Trademark Security Agreement"), Vesta Partners, Inc., a Delaware corporation, and Vesta Partners, LLC, a Connecticut limited liability company (collectively, the "Releasees"), pledged and granted unto Cerberus Business Finance, LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and certain lenders (together with its successors and assigns, in such capacity "Releasor"), for the benefit of Releasor and certain lenders, a continuing security interest in all right, title and interest of Releasees in, to and under the Trademarks (including those Trademarks listed on the attached Schedule A), together with, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations; and

WHEREAS, Releasees have requested and Releasor has agreed to provide this Release of Trademark Security Interest to confirm the release, relinquishment and discharge of its continuing security interest in the IP Collateral as of November 16, 2018.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. Releasor does hereby irrevocably terminate the Trademark Security Agreement and hereby does terminate, release, relinquish and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Pledge and Security Agreement or Trademark Security Agreement to the IP Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such IP Collateral shall hereby terminate, cease and become void. Releasor hereby assigns, transfers and conveys any and all right, title or interest of the Releasor in the IP Collateral to the Releasees, without any warranty, representation or recourse whatsoever.

3. Recordation. Releasor hereby authorizes the Releasees or any of their authorized representatives to file this Release of Trademark Security Interest with the United States Patent and Trademark Office or any other applicable governmental office. Releasor hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release of Trademark Security Interest.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be duly executed and delivered as of the date first written above.

CERBERUS BUSINESS FINANCE, LLC, as
collateral agent

By:


Name: Daniel E. Wolf
Title: Chief Executive Officer

SCHEDULE A TO RELEASE OF TRADEMARK SECURITY INTEREST

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
QMC	U.S.	4,009,972	08/09/2011	Vesta Partners, LLC
VESTA	U.S.	5,063,961	10/18/2016	Vesta Partners, LLC
RIZING	U.S.	4,811,805	09/15/2015	Vesta Partners, Inc.