

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH, as Collateral Agent		11/08/2018	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	Summit Financial Group, Inc.
Street Address:	300 North Main Street
Internal Address:	P.O. Box 179
City:	Moorefield
State/Country:	WEST VIRGINIA
Postal Code:	26836
Entity Type:	Corporation: WEST VIRGINIA
Name:	Summit Financial Group, Inc.
Street Address:	101 Commerce Boulevard
City:	Loveland
State/Country:	OHIO
Postal Code:	45140
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3806932	CPR COLLEGE PLANNING RELIEF
Registration Number:	4342766	SUMMIT COMMUNITY BANK
Registration Number:	4638801	SUMMIT FINANCIAL GROUP

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100

CH \$90.00 3806932

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 37199.09500

NAME OF SUBMITTER: Kristin L. Yohannan

SIGNATURE: /s/ Kristin L. Yohannan

DATE SIGNED: 11/12/2018

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 8th day of November, 2018 (the “Release Date”), by UBS AG, Stamford Branch, (the “Collateral Agent”), for the benefit of Summit Financial Group, Inc., an Ohio corporation (“Summit Ohio”), and Summit Financial Group, Inc., a West Virginia corporation (“Summit West Virginia) (the “Grantors”).

WHEREAS, the Grantors have entered into that certain Second Lien Trademark Security Agreement, dated as of October 1, 2018 with the Collateral Agent (the “Second Lien Trademark Security Agreement”), in connection with that certain Second Lien Credit Agreement, dated as of October 1, 2018 (as at any time prior to the date hereof amended, supplemented or otherwise modified the “Second Lien Credit Agreement”) among the Grantors, the other guarantors party thereto and the Collateral Agent, and the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Second Lien Collateral Agreement”);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, in conjunction with the Second Lien Credit Agreement and the Second Lien Collateral Agreement, the Grantors pledged and granted to the Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of the Grantors, whether then existing or thereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): each trademark, trademark registration, and trademark application listed on Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and all proceeds of the foregoing, including without limitation any claim by the Grantors against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule 1 hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

WHEREAS, the Collateral Agent has filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral pursuant to the Second Lien Credit Agreement and the Second Lien Collateral Agreement, the Second Lien Trademark Security Agreement was recorded by the USPTO on October 1, 2018, at Reel 6446, Frame 0614; and

WHEREAS, the Grantors have requested that the Collateral Agent release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Collateral Agent hereby, on behalf of itself and the Grantors, irrevocably and forever terminates, releases and discharges any and all of its continuing security interest in, and all of its right, title and interest in, to and under, the Trademark Collateral granted by the Grantors under the Second Lien Credit Agreement, the Second Lien Collateral Agreement and the Second Lien Trademark Security Agreement. The Collateral Agent reassigns to each of the Grantors all right, title and interest to all Trademark Collateral referred to in the Second Lien Trademark Security Agreement.

2. Recordation of Release. The Collateral Agent shall cause this Release to be recorded with the U.S. Patent and Trademark Office for the purpose of recording the release of the Collateral Agent's security interest in the Trademark Collateral.

3. Further Actions. The Collateral Agent further agrees provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation to execute any other documents) and take any further action that the Grantors may reasonably request to effect the intent and purpose of this Release; provided, that all such documents are to be prepared by counsel to the Grantors and the cost and expense of such documents and actions shall be borne solely by the Grantors.


4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

UBS AG, STAMFORD BRANCH

By: 
Name: _____ Housseem Daly
Title: Associate Director
Banking Products Services, US

By: 
Name: _____
Title: _____
Kenneth Chin
Director
Banking Products Services, US

[Signature Page to Termination and Release of Security Interest in Trademarks (Second Lien)]

SCHEDULE 1

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATION

Owner	Mark	Registration Number	Registration Date
Summit Financial Group, Inc. (Ohio)	CPR COLLEGE PLANNING RELIEF	3806932	June 22, 2010
Summit Financial Group, Inc. (West Virginia)	CPR COLLEGE PLANNING RELIEF	4342766	May 28, 2013
Summit Financial Group, Inc. (West Virginia)	SUMMIT FINANCIAL GROUP	4638801	November 18, 2014