

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500303

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP		11/09/2018	Limited Partnership:
FARRAGUT MEZZANINE PARTNERS II, LP		11/09/2018	Limited Partnership:
UNITED INSURANCE COMPANY OF AMERICA		11/09/2018	Corporation:

RECEIVING PARTY DATA

Name:	SMARTLINK, LLC
Street Address:	1997 Annapolis Exchange Pkwy.
Internal Address:	Suite 200
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3487998	SMARTLINK
Registration Number:	4096125	SMARTLINK
Registration Number:	4111343	TURN PRO
Serial Number:	86257614	SMARTLINK ENGINEERING
Serial Number:	86257674	SMARTLINK STAFFING
Serial Number:	86261286	SMARTLINK SERVICES

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Lynn Tanner

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

TRADEMARK

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	086229.0033
NAME OF SUBMITTER:	Lynn Tanner
SIGNATURE:	/Lynn Tanner by trademarkny/
DATE SIGNED:	11/30/2018
Total Attachments: 5 source=Smartlink - IP Release (Trademarks)(Spell)_(12875731)_(2)#page1.tif source=Smartlink - IP Release (Trademarks)(Spell)_(12875731)_(2)#page2.tif source=Smartlink - IP Release (Trademarks)(Spell)_(12875731)_(2)#page3.tif source=Smartlink - IP Release (Trademarks)(Spell)_(12875731)_(2)#page4.tif source=Smartlink - IP Release (Trademarks)(Spell)_(12875731)_(2)#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of November 9, 2018, by **SPELL CAPITAL MEZZANINE PARTNERS SBIC, LP, FARRAGUT MEZZANINE PARTNERS II, LP, and UNITED INSURANCE COMPANY OF AMERICA**, (collectively, the “Lenders”) in favor of **SMARTLINK, LLC**, a Maryland limited liability company (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Collateral Assignment of Trademarks as Security, dated as of November 6, 2014, by and among the Grantor and the Lenders (as heretofore amended, restated, supplemented or otherwise modified, the “Trademark Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreement), the Grantor granted the Lenders a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Trademarks of the Grantor, including the trademarks identified on Schedule A attached hereto (the “Trademark Security Interest”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 10, 2014 at Reel 5417, Frame 0242;

WHEREAS, the Grantor has satisfied in full the terms of the Loan Agreement and Trademark Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, each Lender, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.


NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, each Lender, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Each Lender, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Pledged Trademark Collateral (including, without limitation, the trademarks identified on Schedule A attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. Each Lender, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of the Grantor, each Lender, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**SPELL CAPITAL MEZZANINE PARTNERS SBIC,
LP, as a Lender**


By:
Name:
Title:

**FARRAGUT MEZZANINE PARTNERS II, LP, as a
Lender**

By:
Name:
Title:

**UNITED INSURANCE COMPANY OF AMERICA,
as a Lender**

By:
Name:
Title:

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

**SPELL CAPITAL MEZZANINE PARTNERS SBIC,
LP, as a Lender**

By: _____
Name:
Title:

**FARRAGUT MEZZANINE PARTNERS II, LP, as a
Lender**

By: _____
Name: **JAVIER E. HOUSSIERE**
Title: **MANAGING MEMBER**

**UNITED INSURANCE COMPANY OF AMERICA,
as a Lender**

By: _____
Name:
Title:

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

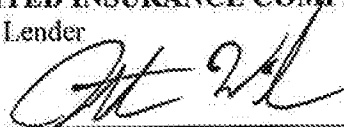
**SPELL CAPITAL MEZZANINE PARTNERS SBIC,
LP, as a Lender**

By: _____
Name:
Title:

**FARRAGUT MEZZANINE PARTNERS II, LP, as a
Lender**

By: _____
Name:
Title:

**UNITED INSURANCE COMPANY OF AMERICA,
as a Lender**

By: 
Name: Jonathan Vespa
Title: Assistant Treasurer

Schedule A¹

<u>Trademark</u>	<u>Status</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
SMARTLINK	Registered	77/368668	10-Jan-2008	3,487,998	19-Aug-2008
Smartlink and Design	Registered	85/355495	24-June-2011	4,096,125	7-Feb-2012
TURN PRO	Registered	85/355718	24-June-2011	4,111,343	13-March-2012
SMARTLINK ENGINEERING	[Pending]	86/257614	21-April-2014	N/A	N/A
SMARTLINK STAFFING	[Pending]	86/257674	21-April-2014	N/A	N/A
SMARTLINK SERVICES	[Pending]	86/261286	21-April-2014	N/A	N/A

¹ Grantor to update as necessary.