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ETAS ID: TM514527

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P.		03/13/2019	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	FASTSIGNS INTERNATIONAL, INC.		
Street Address:	2542 HIGHLANDER WAY		
City:	CARROLLTON		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	Corporation: TEXAS		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	87537856	FASTSIGNS	
Serial Number:	87464479	WHEN DID YOU SEE THE SIGN?	

CORRESPONDENCE DATA

Fax Number: 2124465900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	18721-4
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	03/15/2019

Total Attachments: 3

source=EXECUTED - Fastsigns (Payoff) - 2L Trademark Release - 2017_(60019112_1)#page1.tif source=EXECUTED - Fastsigns (Payoff) - 2L Trademark Release - 2017_(60019112_1)#page2.tif source=EXECUTED - Fastsigns (Payoff) - 2L Trademark Release - 2017_(60019112_1)#page3.tif

TRADEMARK REEL: 006592 FRAME: 0209

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 13, 2019, by LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P., a Delaware limited partnership ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, FASTSIGNS International, Inc., a Texas corporation ("<u>Grantor</u>") and Secured Party, as administrative agent, were parties to that certain Second Lien Trademark Security Agreement dated as of September 8, 2017 (the "<u>Security Agreement</u>") pursuant to which the Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule I hereto;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether owned or existing at the time of the Security Agreement or thereafter created, acquired or arising:
 - (a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto:
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 006592 FRAME: 0210 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

LEVINE LEICHTMAN CAPITAL PARTNERS V, L.P.

By: LLCP Partners V GP, LLC

Its: General Partner

By: Levine Leichtman Capital Partners, LLC

Its: Management Agent

By: David Warmer

Title: Vice President and Secretary

SCHEDULE I

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date
FASTSIGNS	87537856	7/21/17	N/A	N/A
WHEN DID YOU SEE THE SIGN?	87464479	5/25/17	N/A	N/A

RECORDED: 03/15/2019

TRADEMARK
REEL: 006592 FRAME: 0212