

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		03/19/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PDI-TP LLC		
Street Address:	9500 ORMSBY STATION ROAD		
Internal Address:	SUITE 402		
City:	LOUISVILLE		
State/Country:	KENTUCKY		
Postal Code:	40223		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3347331	TELAFUEL	
Registration Number:	3347326	TELAPPOINT	
Registration Number:	4074249	TELAPPOINT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11668.264 TM TERM 11-2017		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	03/20/2019		
Total Attachments: 3			

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TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of March 19, 2019 ("Release"), is made by ARES CAPITAL CORPORATION ("Agent"), in favor of PDI-TP LLC ("Grantor").

WHEREAS, Agent, Grantor, and the other parties thereto have entered into that certain Second Lien Security Agreement, dated as of August 25, 2017 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Second Lien Trademark Security Agreement, dated as of November 1, 2017, by and between Agent and Grantor (the "IP Security Agreement"), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 6467 Frame 0537 on October 26, 2018;

WHEREAS, Grantor has satisfied the terms of the IP Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

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

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates the IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under the IP Security Agreement), whether granted pursuant to the IP Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

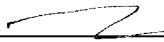
(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest to be duly executed as of the date first set forth above.

AGENT:

ARES CAPITAL CORPORATION

By:  _____
Name: Scott Lem _____
Its: Authorized Signatory

Schedule A

TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Number	Registration Date
PDI-TP LLC	TELAFUEL	3,347,331	04-Dec-07
PDI-TP LLC	TELAPOINT	3,347,326	04-Dec-07
PDI-TP LLC	TELAPOINT (STYLIZED AND DESIGN)	4,074,249	20-Dec-11

TRADEMARK APPLICATIONS

None.