

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC as Successor Agent to Business Development Corporation of America, as Administrative Agent		06/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BDS Marketing, LLC		
Street Address:	4450 E. Adamo Drive		
Internal Address:	Suite 501		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33605		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4228936	RMSE	
Registration Number:	3065803	BDS MKTG	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043732.000026		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		

OP \$65.00 4228936

DATE SIGNED:	06/27/2019
Total Attachments: 3 source=TRSI-T - BSP Agency, LLC to BDS Marketing, LLC#page1.tif source=TRSI-T - BSP Agency, LLC to BDS Marketing, LLC#page2.tif source=TRSI-T - BSP Agency, LLC to BDS Marketing, LLC#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 26, 2019 (“Release”), is made by BSP Agency, LLC, as Successor Agent to Business Development Corporation of America, as Administrative Agent (“Successor Agent”) in favor of BDS Marketing, LLC, a Delaware limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 1, 2016 (as may be amended, modified, supplemented, extended and restated from time to time, the “Security Agreement”) by and among the Grantor, Business Development Corporation of America, as Administrative Agent, and others party thereto, Grantor granted to Business Development Corporation of America, as Administrative Agent, for the ratable benefit of the Lenders, a continuing security interest in such Grantor’s right, title and interest in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “Trademark Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Business Development Corporation of America, as Administrative Agent, for the benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on June 10, 2016 at Reel 5812 Frame 0929 (“Notice”); and

WHEREAS, pursuant to the Notice of Succession of Agency (Intellectual Property) dated as of July 26, 2018 and recorded at the USPTO on May 10, 2018 at Reel 6329 Frame 0048 (“Security Interest Assignment”), Business Development Corporation of America, as Administrative Agent resigned and was replaced by Successor Agent and the security interest in the Trademark Collateral was transferred to the Successor Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent, on behalf of the Lenders, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Notice, or Security Interest Assignment, as applicable.

SECTION 2. Termination and Release. Successor Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO 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 Successor Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Successor Agent:

BSP Agency, LLC as Successor Agent to
Business Development Corporation of America,
as Administrative Agent

By: Benefit Street Partners, L.L.C., its sole Member

By:  _____

Name: Ira Wishe

Title: Authorized Signatory

Schedule A

**BDS Marketing, LLC
(Delaware Limited Liability Company)**

**U.S. Trademark Subject to Security Interest
Granted by BDS Marketing, LLC
In Favor of Business Development Corporation of America, as Administrative Agent
Recorded June 10, 2016 at Reel 5812 Frame 0929
Security Interest Assigned in Favor of BSP Agency, LLC, as Successor Agent
Recorded May 10, 2018 at Reel 6329 Frame 0048**

Trademark Registrations

Mark	Reg. No.	Reg. Date
RMSE and Design	4228936	10/23/12
BDS MKTG	3065803	03/07/06