

900510861 08/13/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v.1.1
 Stylesheet Version v.1.2

ETAS ID: TM536381

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crescent Direct Lending, LLC		08/13/2019	Corporation: <i>Limited Liability Company</i>

RECEIVING PARTY DATA

Name:	Beneco Holding Company, LLC
Street Address:	One California Street, Suite 2900
Internal Address:	c/o Alpine Investors
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3754052	BENECO
Registration Number:	4409795	BENECOACH INVESTMENT GUIDANCE SOLUTIONS
Registration Number:	4409794	BAATT BUILD AMERICA APPRENTICESHIP TRAIN
Registration Number:	4409792	FRINGE 360

CORRESPONDENCE DATA

Fax Number: 2083638588
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: 208-387-7570
 Email: mmaclellan@perkinscoie.com
 Correspondent Name: Kaci Peterson
 Address Line 1: 1111 W Jefferson St Suite 500
 Address Line 4: Boise, IDAHO 83702

NAME OF SUBMITTER:	Kaci Peterson
SIGNATURE:	/Kaci Peterson/
DATE SIGNED:	08/13/2019

Total Attachments: 3

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**RELEASE AND TERMINATION
OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of August 9, 2019 (this “Release”), is made by CRESCENT DIRECT LENDING, LLC, a Delaware limited liability company, acting in its capacity as administrative and collateral agent (in such capacity, the “Agent”) under that certain Trademark Security Agreement, dated as of March 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”), by and among BENECO HOLDING COMPANY, LLC, a Delaware limited liability company (“Parent”), BENECO SYSTEMS, LLC, an Arizona limited liability company, and as successor in interest, by operation of merger, to Beneco Trust Company, LLC, a South Dakota limited liability company (the “Borrower” and together with Parent, collectively, the “Grantor”) and the Agent. Capitalized terms used herein without definition are used as defined in the Trademark Security Agreement

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on March 17, 2014 at reel 5238, frame 0366, the Grantor granted to the Agent a continuing Security Interest in and to, all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark Collateral, including those Trademarks set forth on the attached Schedule I;

WHEREAS, pursuant to that certain Payoff Letter, dated as of August 9, 2019, by and between the Grantor, the other signatories party thereto and the Agent, the Grantor has requested that the Agent, and the Agent has agreed to, (a) release any and all Security Interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreement and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and Security Interest created under the Trademark Security Agreement in the Trademark Collateral, (b) release and relinquish its Security Interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the Security Interest granted to the Agent in the Trademark Collateral. The Agent agrees, or authorizes the Grantor, to make filings with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Agent’s Security Interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

AGENT:

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By:  _____

Name: Michael Rogers

Title: Managing Director

By:  _____

Name: Kyle Anderson

Title: Vice President

SCHEDULE I

Registered Trademarks:

TRADEMARK/SERVICE MARK	COUNTRY	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE
BENECO (Word Mark) Owned by: Beneco Systems	us	LIVE	77737186 5/14/2009	3754052 3/2/2010
BENECOACH INVESTMENT GUIDANCE. SOLUTIONS. SERVICES. (Stylized) Owned by: Beneco Trust	us	Live	85700631 8/10/2012	4409795 10/1/2013
BAATT BUILD AMERICA APPRENTICESHIP TRAINING TRUST (Stylized) Owned by: Beneco Trust	us	Live	85700603 8/10/2012	4409794 10/1/2013
FRINGE 360 (Word Mark) Owned by: Beneco Trust	us	Live	85700507 8/10/2012	4409792 10/1/2013