# CH \$40.00 50264

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM542247

Stylesheet Version v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT   |  |  |
|-----------------------|--|--|--|
| NATURE OF CONVEYANCE: | Trademark Release and Reassignment Recorded at Reel 6175, Frame 0486 |  |  |

#### **CONVEYING PARTY DATA**

| Name                         | Formerly              | Execution Date | Entity Type                            |
|------------------------------|-----------------------|----------------|--|
| Brightwood Loan Services LLC | ood Loan Services LLC |                | Limited Liability Company:<br>DELAWARE |

#### RECEIVING PARTY DATA

| Name:           | PEMCO America, Inc.                          |  |
|-----------------|--|--|
| Street Address: | eet Address: 3350 Buschwood Park Drive, #200 |  |
| City:           | Tampa  |  |
| State/Country:  | FLORIDA                                      |  |
| Postal Code:    | 33618  |  |
| Entity Type:    | ntity Type: Corporation: DELAWARE            |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5026412 |           |

#### **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:** 2136207848

Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

| ATTORNEY DOCKET NUMBER: | 1111779-2738-S216 |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | Justine Lu        |
| SIGNATURE:              | /Justine Lu/      |
| DATE SIGNED:            | 09/24/2019        |

### **Total Attachments: 3**

source=Cobalt - Finance - Trademark Security Release and Reassignment (PEMCO AMERICA, INC.)#page1.tif source=Cobalt - Finance - Trademark Security Release and Reassignment (PEMCO AMERICA, INC.)#page2.tif source=Cobalt - Finance - Trademark Security Release and Reassignment (PEMCO AMERICA, INC.)#page3.tif

TRADEMARK REEL: 006753 FRAME: 0095

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of September 23, 2019, by BRIGHTWOOD LOAN SERVICES LLC ("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, PEMCO AMERICA, INC. (the "<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of October 1, 2017 (the "<u>Security Agreement</u>") pursuant to which 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 <u>Schedule A</u> hereto;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on October 5, 2017, at Reel 6175, Frame 0486;

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 security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (ii) 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 each such Trademark or (ii) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to 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: 006753 FRAME: 0096 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

# BRIGHTWOOD LOAN SERVICES LLC

By:

Name: Damien Dwin

Title: Managing Member

By:

Name: Phil Daniele

Title: Chief Risk Officer

# **SCHEDULE A**

| Mark        | Application No. | Application Date | Registration<br>No. | Registration Date | Status of Mark |
|-------------|-----------------|------------------|---------------------|-------------------|----------------|
| Design Only | 86871538        | 1/11/16          | 5026412             | 8/23/16           | Registered     |

1005648223v3

**RECORDED: 09/24/2019** 

TRADEMARK REEL: 006753 FRAME: 0098