

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		11/21/2012	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Baron T, LTD.		
Street Address:	2642 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10025		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3073155	CARMEL	
Registration Number:	2343667	WE'LL BE THERE FOR YOU	
CORRESPONDENCE DATA			
Fax Number:	2147588355		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.758.1035		
Email:	jason.wietjes@bgllp.com		
Correspondent Name:	Jason A. Wietjes		
Address Line 1:	1445 Ross Avenue, Suite 3800		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	051598.000007		
NAME OF SUBMITTER:	Jason A. Wietjes		
Signature:	/Jason A. Wietjes/		

OP \$65.00 3073155

Date:

05/30/2013

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated November 21, 2012, is made by Fifth Third Bank, an Ohio banking corporation, for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, the "**Lender**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

WHEREAS, pursuant to that certain Credit Agreement dated December 30, 2011 (the "**Credit Agreement**") by and among Lender, CMK Ops, Inc., a Delaware corporation ("**CMK**"), TWO-WAY BLACK CARS AND RADIO GROUP TRANSPORTATION, INC., a New York corporation ("**Two Way**"), K & A MUTUAL ASSOCIATES, INC., a New York corporation ("**K&A**"), BARON T, LTD., a New York corporation ("**Baron**"), FAST OPERATING CORP., a New York corporation ("**Fast Operating**"), R.I.T.N. CORP., a New York corporation ("**RITN**"), Carved in Stone LLC, a Delaware limited liability company ("**Carved in Stone**"), Charge and Credit LLC, a Delaware limited liability company ("**Charge and Credit**"), and TROYL, LLC, a New York limited liability company ("**Troyl**", and CMK, Two Way, K&A, Baron, Fast Operating, RITN, Carved in Stone, and Charge and Credit individually each a "**Borrower**" and collectively, the "**Borrowers**"), Lender agreed to make financial accommodations to Borrowers;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and the other Loan Documents, and to make, and continue to make, Loans to Borrowers under the Credit Agreement, Baron executed and delivered to Lender that certain Trademark Security Agreement dated as of December 30, 2011 (the "**Trademark Security Agreement**"), which was recorded with the United States Patent and Trademark Office on December 30, 2011 in its records at Reel 4689, Frame 0591;

WHEREAS, pursuant to the Trademark Security Agreement, Baron unconditionally granted, assigned and pledged to Lender (all of the following being, collectively, the "**Trademark Collateral**"): (a) all of Baron's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "**Trademarks**"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to any and all of the Trademarks throughout the world; (f) all rights of Baron as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and registrations and service mark registrations and applications; and (g) together in each case with the goodwill of Baron's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Lender desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby fully and finally releases and terminates its security interest in, liens on, and all other rights in, to and under the Trademark Collateral. any and all other rights it may have under the Trademark Security Agreement.

{Signature Pages Follows}

IN WITNESS WHEREOF, Lender has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: Guy S Calhoun
Gregory Calhoun, Relationship Manager

SCHEDULE 1
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

TRADEMARKS

1. United States Federally-Registered Trademarks

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
CARMEL	78/558,732	02-02-2005	3,073,155	03-28-2006
WE'LL BE THERE FOR YOU	75/749,276	07-13-1999	2,343,667	04-18-2000

1. State and Common Law Trade Names and Trademarks

Limodesk
Carmel Car and Limousine Service
Carmel Limo, Airport Transportation
CarLimo
City Limo