# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM371205

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, as Administrative Agent		01/28/2016	Banking corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	Ryko Solutions, Inc.
Street Address:	1500 SE 37th Street
City:	Grimes
State/Country:	IOWA
Postal Code:	50111
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark	
Registration Number:	3560235	SOFTGLOSS MAXX	
Registration Number:	3368413	TRIO	
Registration Number:	3253717	RYKO	
Registration Number:	2160384	FOAMBRITE	
Registration Number:	2160385	SOFTGLOSS XS	
Registration Number:	1689853	RYKO	
Registration Number:	1598173	CODE-A-WASH	
Registration Number:	1377882	RYKO	
Registration Number:	4278169	RYKO SOLUTIONS, INC.	
Registration Number:	4281497	RYKO	
Registration Number:	4219092	PULSE	
Registration Number:	4632740	CLEANTOUCH	
Registration Number:	4629052	PAYSMART	
Registration Number:	4743924	CLEAN TOUCH	
Registration Number:	4584825	RYKO	

### CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312.577.8034

**Email:** oscar.ruiz@kattenlaw.com

**Correspondent Name:** Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	210196-67
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	01/29/2016

**Total Attachments: 3** 

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of January 28, 2016, by Fifth Third Bank, in its capacity as administrative agent ("<u>Administrative Agent</u>"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

#### WITNESSETH:

WHEREAS, Ryko Solutions, Inc., a Delaware corporation ("Grantor"), and Administrative Agent are parties to (i) that certain Trademark Security Agreement dated as of July 27, 2012, which was recorded with the United States Patent and Trademark Office on July 27, 2012 at Reel 4830, Frame 0516 (the "2012 Security Agreement"), (ii) that certain Trademark Security Agreement dated as of April 2, 2013, which was recorded with the United States Patent and Trademark Office on April 2, 2013 at Reel 4996, Frame 0001 (the "2013 Security Agreement"), and (iii) that certain Trademark Security Agreement dated as of July 2, 2015, which was recorded with the United States Patent and Trademark Office on July 2, 2015 at Reel 5567, Frame 0672 (the "2015 Security Agreement"; the 2012 Security Agreement, the 2013 Security Agreement and the 2015 Security Agreement are collectively referred to herein as the "Security Agreements"), in each case, pursuant to which Grantor granted to Administrative Agent a security interest in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Administrative Agent, including the Trademark Collateral set forth on Schedule I annexed hereto; and

WHEREAS, Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Administrative Agent 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>"):
  - (a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and
  - (b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks.
- 2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademark Collateral.

[Signature Page Follows]

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IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH THIRD BANK,

as Administrative Agent

By: Haums Hack
Name: Graeme Jack

# SCHEDULE I

# **Trademark Registrations**

Title	Registration Number	Registration Date	Jurisdiction
SOFTGLOSS MAXX	3560235	01/13/2009	U.S.
TRIO	3368413	01/15/2008	U.S.
RYKO	3253717	06/19/2007	U.S.
FOAMBRITE	2160384	05/26/1998	U.S.
SOFTGLOSS XS	2160385	05/26/1998	U.S.
RYKO	1689853	06/02/1992	U.S.
CODE-A-WASH	1598173	05/29/1990	U.S.
RYKO	1377882	01/14/1986	U.S.
RYKO SOLUTIONS, INC.	4278169	01/22/2013	U.S.
RYKO	4281497	01/29/2013	U.S.
PULSE	4219092	10/2/12	U.S.
CLEANTOUCH	4632740	11/4/14	U.S.
PAYSMART	4629052	10/28/14	U.S.
CLEAN TOUCH	4743924	5/26/15	U.S.
RYKO	4584825	8/12/14	U.S.

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**RECORDED: 01/29/2016** 

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