

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AGREEMENT (SENIOR DEBT)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIFTH THIRD BANK		04/14/2016	BANKING CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REMARKETING SOLUTIONS, LLC		
<b>Street Address:</b>	435 METROPLEX DRIVE		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37211		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2852519	REMARKETING SOLUTIONS	
<b>Registration Number:</b>	2774918	REMARKETING SOLUTIONS RS	
<b>Registration Number:</b>	2839701	TRANSPORT SOLUTION	
<b>Registration Number:</b>	2967602	RS	
<b>Registration Number:</b>	2773262	RS	
<b>Registration Number:</b>	2892424	TITLE SOLUTION	
<b>Registration Number:</b>	2796825	AUCTION SOLUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	JSPIANTANIDA@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	005252-1027/1707/REL TSA		
<b>NAME OF SUBMITTER:</b>	JULIE S. PIANTANIDA		

CH \$190.00 2852519

<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	04/15/2016
<b>Total Attachments: 3</b> source=release of trademark security agreement remarketing senior#page1.tif source=release of trademark security agreement remarketing senior#page2.tif source=release of trademark security agreement remarketing senior#page3.tif	

**RELEASE OF TRADEMARK SECURITY AGREEMENT**

(Senior Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), dated as of April 14, 2016, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, through its Structured Finance Group ("Secured Party"), and is as follows:

WHEREAS, **REMARKETING SOLUTIONS, LLC**, a Delaware limited liability company ("Debtor"), and Secured Party are parties to that certain Trademark Security Agreement dated as of February 24, 2014, which was recorded with the United States Patent and Trademark Office on March 6, 2014, in its records at Reel 5232, Frame 0156 (the "Agreement"); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted and assigned to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under the Trademark Collateral, including, without limitation: (a) all of Debtor's right, title and interest in and to all now or in the future owned 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; (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now or in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past and future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, all Trademarks; together in each case of clauses (a) through (f) with the goodwill of Debtor's business in connection with the use of, and symbolized by, the foregoing; and

WHEREAS, Secured Party 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, Secured Party hereby fully and finally releases and terminates (i) its security interest and other rights in, to and under all of the Trademark Collateral, including, without limitation, the Trademarks on Schedule I, and (ii) any and all other rights it may have under the Agreement.

This Release shall be governed by the domestic laws of the State of Ohio (without regard to Ohio conflicts of law principles).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

**FIFTH THIRD BANK**

By: Brooke A. Balcom  
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO  
RELEASE OF TRADEMARK SECURITY AGREEMENT  
(Primeritus Financial Services, Inc., *et al.*)  
(Senior Debt- Remarketing Solutions)

TRADEMARK  
REEL: 005772 FRAME: 0264

**SCHEDULE I**

**TRADEMARKS**

**Registered Trademarks**

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REMARKETING SOLUTIONS	Remarketing Solutions, LLC	2852519	June 15, 2004
REMARKETING SOLUTIONS RS 	Remarketing Solutions, LLC	2774918	October 21, 2003
TRANSPORT SOLUTION	Remarketing Solutions, LLC	2839701	May 11, 2004
RS Stylized 	Remarketing Solutions, LLC	2967602	July 12, 2005
RS Stylized 	Remarketing Solutions, LLC	2773262	October 14, 2003
TITLE SOLUTION	Remarketing Solutions, LLC	2892424	October 12, 2004
AUCTION SOLUTION	Remarketing Solutions, LLC	2796825	December 23, 2003