# CH \$40.00 863705

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM418205

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MEDLEY OPPORTUNITY FUND II LP		03/01/2017	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	INTEGRATED COMMERCE, LLC		
Street Address:	950 W. 56TH STREET		
City:	MISSION		
State/Country:	KANSAS		
Postal Code:	66202		
Entity Type:	Limited Liability Company: DELAWARE		

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

Property Type	Number	Word Mark
Serial Number:	86370522	FLEXIBILITY

## **CORRESPONDENCE DATA**

**Fax Number:** 3105572193

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:** 310-557-2900

Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	51494.004	
NAME OF SUBMITTER:	Kimberley A. Lathrop	
SIGNATURE:	/Kimberley A. Lathrop/	
DATE SIGNED:	03/03/2017	

# **Total Attachments: 3**

source=Integrated Commerce - Trademark Security Agreement Release (Fully Executed)#page1.tif source=Integrated Commerce - Trademark Security Agreement Release (Fully Executed)#page2.tif source=Integrated Commerce - Trademark Security Agreement Release (Fully Executed)#page3.tif

### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks, dated as of March 1, 2017 (the "<u>Trademark Security Release</u>"), is made by MEDLEY OPPORTUNITY FUND II LP, a Delaware limited partnership, in its capacity as administrative agent (in such capacity, the "<u>Administrative Agent</u>") in favor of INTEGRATED COMMERCE, LLC, a Delaware limited liability company (the "<u>Grantor</u>"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Trademark Security Agreement (as hereafter defined).

WHEREAS, the Administrative Agent and the Grantor entered into that certain Trademark Security Agreement, dated as of September 30, 2014 (as amended, restated, modified or supplemented from time to time, the "<u>Trademark Security Agreement</u>");

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on October 2, 2014 at reel 5373, frame 0256, the Grantor granted to the Administrative Agent, for the benefit of the Lenders, a Lien on and security interest in all of each Grantor's right, title and interest in, to and under all of its Trademark Collateral, whether then existing or thereafter created or acquired, including, without limitation those Trademark Registrations and Trademark Applications set forth on the attached Schedule I;

WHEREAS, the Obligations have been paid in full and the Commitments under the Credit Agreement have been cancelled; and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the "Released Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the Lien on and security interest created under the Trademark Security Agreement in the Released Collateral, (b) release, reassign, transfer and reconvey its Lien on and security interest in the Released Collateral to the applicable Grantor, and (c) discharge any and all rights, title and interest it has in, and Lien on and the security interest granted to the Administrative Agent in the Released Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the date above first written.

> MEDLEY OPPORTUNITY FUND II LP, as Administrative Agent

By: MOF II Management LLC, its Authorized Signatory

Name: Richard T. Allorto Title: Chief Financial Officer

(Signature Page to Release of Security Interest in Trademarks)

# SCHEDULE I

# **Trademark Collateral**

Owner	<u>Mark</u>	Serial No.	Filing Date	Reg. No.	Reg Date
Integrated	Flexibillity	86370522	August 19,	N/A	N/A
Commerce, LLC			2014		

**RECORDED: 03/03/2017**