

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		06/29/2018	National banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SPRINGSTONE, INC.		
Street Address:	101 South Fifth Street, Suite 3850		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4910082	CHANGES	
Registration Number:	4859182	CHANGING PEOPLE'S LIVES	
Registration Number:	3987247	SPRINGSTONE	
Registration Number:	4227867	THERE'S HOPE, THERE'S HELP	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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>			
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Springstone-24046.015075		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/29/2018		

CH \$115.00 4910082

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made this 29th day of June, 2018 (the "Release Date") by Wells Fargo Bank, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the benefit of Springstone, Inc., a Delaware corporation (the "Grantor").

WHEREAS, Grantor has entered into that certain Credit Agreement, dated as of April 20, 2016 and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") with the Collateral Agent, the other Credit Parties signatory thereto, and the Lenders party thereto;

WHEREAS, to secure payment and performance in full of the Lenders' obligations, Grantor entered into that certain Trademark Security Agreement, dated as of April 20, 2016 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor granted to the Collateral Agent all of its right, title and interest, in, to and under (i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office ("USPTO") on April 20, 2016 and such filing was recorded in the USPTO at Reel 005781/Frame 0708; and

WHEREAS, Grantor has requested that the Collateral Agent terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the Trademark Collateral, and in accordance with Section 15.11 of the Credit Agreement, the Collateral Agent is authorized by the Lenders to do so.

In consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Collateral Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by Grantor under the Trademark Security Agreement, the Credit Agreement or any other security agreement or financing document executed in connection with the Credit Agreement. All rights and interests of the Grantor and the other Secured Parties in and to the Trademark Collateral hereby revert to the Grantor. The Grantor hereby acknowledges that the Collateral Agent's execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Collateral Agent as to the Collateral Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or, except as expressly provided herein, any other matter.
2. Recordation of Release. The Collateral Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. The Collateral Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

4. Electronic Delivery. Delivery of an executed signature page of this Release by facsimile transmission or other Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Release shall be governed by the internal laws of the State of New York.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

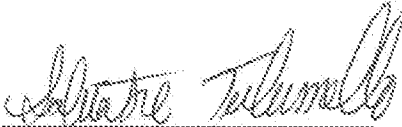
By: 
Name: Salvatore Tulumello
Title: Authorized Signatory

EXHIBIT A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

A. REGISTERED TRADEMARKS

Mark	Owner	Serial No.	Registration No.	Filing Date
CHANGES	Springstone, Inc.	86603516	4910082	04/20/2015
CHANGING PEOPLE'S LIVES	Springstone, Inc.	86603127	4859182	04/20/2015
SPRINGSTONE	Springstone, Inc.	85127982	3987247	09/13/2010
THERE'S HOPE, THERE'S HELP	Springstone, Inc.	85525300	4227867	01/25/2012