

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank, N.A.		11/05/2014	National Banking Association: MISSOURI
RECEIVING PARTY DATA			
Name:	Olson + Co., Inc.		
Street Address:	420 North Fifth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3641095	TALLY	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	612-491-7810		
Email:	rgin@fredlaw.com		
Correspondent Name:	Rebecca Gin, Fredrikson & Byron, P.A.		
Address Line 1:	60 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Rebecca Gin		
SIGNATURE:	/Rebecca Gin/		
DATE SIGNED:	05/31/2023		
Total Attachments: 4			
source=Payoff and Termination of Statement from US Bank to Olson 11-05-2014#page1.tif			
source=Payoff and Termination of Statement from US Bank to Olson 11-05-2014#page2.tif			
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OP \$40.00 3641095

PAYOFF AND TERMINATION STATEMENT

November 5, 2014

OLSON + CO., INC.
420 North Fifth Street, Suite 1000
Minneapolis, MN 55401
Attention: Scott Cheney

Re: Payoff of U.S. Bank Facility

Ladies and Gentlemen:

U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank") has been advised by OLSON + CO., INC., a Minnesota corporation, (the "Borrower") that it plans to repay the principal, interest and other charges and terminate the commitments arising out of or related to the obligation(s) of the Borrower to U.S. Bank pursuant to that certain Amended and Restated Loan Agreement (as amended from time to time, the "Loan Agreement") dated as of the 28th day of September, 2012, by and among the Borrower, OCO HOLDINGS, INC., a Delaware corporation, BONFIRE PARTNERS, L.L.C. (d/b/a OLSONdenali), a Minnesota limited liability company, OLSON PR, L.L.C. (formerly known as Dig Communications, L.L.C.), an Illinois limited liability company, THREE-FORTY COMMUNICATIONS, LLC, a California limited liability company, the Lenders from time to time party thereto, U.S. BANK NATIONAL ASSOCIATION, as the Swing Line Lender, the L/C Issuer, a Lender, the Administrative Agent, Sole Lead Arranger and Sole Bookrunner, FIFTH STREET FINANCE CORP., as Syndication Agent, and SIEMENS FINANCIAL SERVICES, INC., as Documentation Agent.

The Borrower has requested that U.S. Bank issue a payoff statement for the loans listed above, and the Borrower has further requested that U.S. Bank terminate any existing commitment to lend on the loans listed above upon receipt of the Payoff Amount (as defined below) in accordance with the terms of this statement.

The total amount due under the "Borrower's Obligations" (as defined in the Credit Agreement) as of November 5, 2014 (the "Statement Date") is as follows (the "Payoff Amount"):

Principal:	\$	[REDACTED]
Interest:	\$	[REDACTED]
Late charges:	\$	[REDACTED]
Commitment fee:	\$	[REDACTED]
Letter of credit fees:	\$	[REDACTED]
Swap obligations related to loans listed above (estimate only):	\$	[REDACTED]
Legal fees and expenses	\$	[REDACTED]
Total		\$ [REDACTED]

The Payoff Amount is the total amount of principal, interest and other charges due as of the Statement Date under the Borrower's Obligations. For payments received after 2:00 p.m. Minneapolis, Minnesota time (the "Cutoff Time") on the Statement Date, the following per diem interest charge will be added to the Payoff Amount \$ [REDACTED] (the "Per Diem"). The Payoff Amount and the Per Diem assume no change in interest rate or principal balance between the issuance of this statement and receipt of the Payoff Amount. If payment is not received by the Cutoff Time on the fifth business day after the Statement Date, this statement shall be null and void and you must request an updated statement.

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Payment of the Payoff Amount shall be made by wire transfers to U.S. Bank's account at U.S. Bank, 800 Nicollet Mall, Minneapolis, Minnesota, ABA# 091000022, Account # [REDACTED] with the notation "c/o Syndication Services Reference: Olson + Co., Inc." (the "Wire Instructions").

In consideration of the full payment of the Payoff Amount, and in consideration of the Borrower's agreement to indemnify U.S. Bank with respect to the matters hereinafter set forth, U.S. Bank hereby (a) acknowledges and agrees that payment of the Payoff Amount will constitute payment in full of the Borrower's Obligations, and (b) agrees that upon receipt of the Payoff Amount, (i) all liens and security interests in any and all collateral in which the Borrower or any other grantor has granted a security interest to U.S. Bank to secure only the Borrower's Obligations (collateral which secures obligations other than those specified above, whether by securing "all obligations" of the Borrower or grantor or by securing other specifically identified obligations of the Borrower or grantor, will not be released) shall be automatically released, terminated and of no further force and effect without requiring further action of U.S. Bank, and (ii) all of the agreements, including any guaranties, evidencing or supporting the Borrower's Obligations shall be terminated with respect to the Borrower's Obligations, and neither the Borrower nor any guarantor will have any further liabilities thereunder with respect to the Borrower's Obligations except with respect to certain liabilities that survive payment pursuant to the terms of the agreements evidencing, securing or supporting the Borrower's Obligations.

Upon receipt of the Payoff Amount and the Per Diem (if applicable) by U.S. Bank pursuant to the Wire Instructions, U.S. Bank hereby agrees, at the sole cost and expense of the Borrower, to deliver promptly to the Borrower, (a) originally executed and notarized (if applicable) releases for each of the liens granted to U.S. Bank securing only the Borrower's Obligations, (b) possessory collateral in the possession of U.S. Bank (including, without limitation, stock certificates and pledged intercompany notes) pledged as collateral to secure only repayment of the Borrower's Obligations, and (c) UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation, each in form and substance reasonably satisfactory to the Borrower. U.S. Bank further agrees, at the sole expense of Borrower, to take any other actions reasonably requested by the Borrower or which are required to evidence the release of Agent's liens and security interests in all of the assets and property of the Borrowers and the other Credit Parties (the "Property") and Borrowers, their counsel or their designees shall be authorized to file, record and/or deliver to third parties any and all such release documentation, as applicable, and at the sole expense of Borrower to prepare and file any other release documentation, instruments and documents evidencing the consummation of the payoff contemplated hereby and the aforementioned termination and release.

The Borrower acknowledges that U.S. Bank may not yet have received full and final credit for all checks or similar instruments for the payment of money which were (a) drawn by account debtors of the Borrower in payment of invoices of the Borrower, and (b) heretofore delivered to U.S. Bank or deposited for collection, the amount of which checks or similar instruments have nonetheless been credited by U.S. Bank to the Borrower in computing the Payoff Amount. The Borrower agrees to indemnify U.S. Bank for the face amount of any such checks or instruments (a) which were received or deposited for collection by U.S. Bank on or before the Statement Date and taken into account in calculating the Payoff Amount, and (b) which are thereafter returned to U.S. Bank unpaid for any reason. Any automatic loan sweeps tied to the Borrower's Obligations will be terminated in connection with receipt of the Payoff Amount.

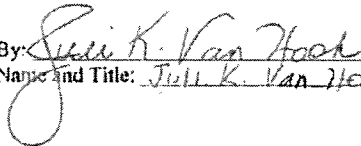
Notwithstanding anything in this statement to the contrary, the Borrower acknowledges and agrees that its obligations and liabilities under the Borrower's Obligations shall be reinstated with full force and effect if at any time on or after the receipt of the Payoff Amount, all or any portion of the Payoff Amount paid to U.S. Bank, or its counsel, is voided or rescinded or must otherwise be returned by U.S. Bank, or its counsel, to the Borrower or any other obligor upon its insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made.

This statement supersedes any and all prior discussions and correspondence regarding the Payoff Amount. This statement (a) shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to principles of conflicts of law, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, and (c) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This statement may

be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this statement by facsimile or e-mail transmission of a pdf shall be effective to the same extent as delivery of a manually executed counterpart of this statement.

Very truly yours,

U.S. Bank National Association

By: 
Name and Title: Juli K. Van Hook, Senior Vice President

Acknowledged and Agreed to
this ____ day of November, 2014

OLSON + CO., INC.

By: _____
Name and Title: _____

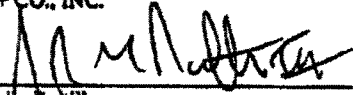
Very truly yours,

U.S. Bank National Association

By: _____
Name: _____
Title: _____

Acknowledged and Agreed to
this 5th day of November, 2014

OLSON + CO., INC.

By: 
Name: John Kapilla
Title: Chief Executive Officer

[Signature Page to Payoff and Termination Statement]