#### 900217993 03/21/2012

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		103/18/2012	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Barjan, LLC	
Street Address:	7800 51st Street West	
Internal Address:	c/o TSC Global, LLC	
City:	Rock Island	
State/Country:	ILLINOIS	
Postal Code:	61201	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4041974	MISTIC

## **CORRESPONDENCE DATA**

Fax Number: (312)862-2200 Phone: 312-862-6371

Email: renee.prescan@kirkland.com

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

via US Mail.

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 41912-106 RMP

NAME OF SUBMITTER: Renee Prescan

TRADEMARK REEL: 004740 FRAME: 0870 \$40.00 404

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Signature:	/Renee Prescan/	
Date: 03/21/2012		
Total Attachments: 3 source=Mistic IP Termination (PNC) (Execution)_(22046319_3)#page1.tif source=Mistic IP Termination (PNC) (Execution)_(22046319_3)#page2.tif source=Mistic IP Termination (PNC) (Execution)_(22046319_3)#page3.tif		

TRADEMARK REEL: 004740 FRAME: 0871

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 18, 2012 ("<u>Release</u>"), is made by PNC Bank, National Association, as Agent (the "Secured Party") in favor of Barjan, LLC (the "Debtor").

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Agreement dated as of January 6, 2006 and the Amended and Restated Revolving Credit and Security Agreement dated as of November 23, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, collectively the "Security Agreement") and the Trademark Collateral Assignment and Security Agreement dated as of January 6, 2006 ("Trademark Security Agreement"), each by and among the Debtor, the Lenders, the Secured Party, and other parties thereto, Debtor collaterally assigned and granted to the Secured Party, for its benefit and for the ratable benefit of the Lenders, a security interest in all of Debtor's now owned and hereafter acquired, created or arising Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on January 10, 2006 at Reel 3224 Frame 0535.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party, on behalf of itself and the Lenders, and Debtor (the "parties") agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Secured Party, on behalf of itself and the Lenders, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation, collateral assignment, and lien on and security interest in and to the Trademark Collateral listed on Schedule A attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO.

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IN WITNESS WHEREOF, the Secured Party, on behalf of itself and the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

PNC Bank, National Association, as Agent

By: Lee LaBine
Title: Senior Vice President

IP Termination Mistic

## Schedule A

# **Registered Marks**

Mark	Registration No.	Serial No.	Owner as reported by USPTO	Notes
MISTIC	4041974	85273054	Barjan LLC	

# **DOMAIN NAMES ASSIGNED**

MISTAPPOINTMENTS.COM

MISTAPPOINTMENTS.MOBI

MISTARRIVALS.COM

MISTARRIVALS.MOBI

MISTDEADLINES.COM

MISTDEADLINES.MOBI

MISTICECIGS.COM

MISTICECIGS.MOBI

MISTICTODAY.COM

MISTOCCASIONS.COM

MISTOCCASIONS.MOBI

MYMISTIC.COM

MYSTCONNECTIONS.COM

MYSTICECIGS.COM

MYSTOPPORTUNITIES.COM

SAVORECIGS.COM

SAVORTHEOPPORTUNITIES.COM

SAVORTHEOPPORTUNITY.COM

SAVORYOURTIMETOGETHER.COM

WHATALLHAVEYOUMISSED.COM

WHATALLHAVEYOUMIST.COM

WHATALLHAVEYOUMIST.MOBI

WHATALLHAVEYOUMYST.COM

WIRESHELFADDITIONS.COM

XPERIENCEX.COM

BECOMEANXNOW.COM

BECOMEANXTODAY.COM

THEXSMOKER.COM

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RECORDED: 03/21/2012

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**TRADEMARK**