

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of Security Interest recorded at Reel 003611; Frame 0370		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Agent		06/07/2012	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMG		
<b>Street Address:</b>	300 Conshohocken State Road		
<b>Internal Address:</b>	Suite 770		
<b>City:</b>	West Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	General Partnership: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2024896	SMG	
<b>Registration Number:</b>	3032026	SMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	704-343-2000		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	201 North Tryon Street		
<b>Address Line 2:</b>	Attention: Patrick Strubbe, Esq.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	4452178-3222 / SMG PAYOFF		
<b>NAME OF SUBMITTER:</b>	Patrick Strubbe, Esq./McGuireWoods LLP		

OP \$65.00 2024896

Signature:	/Patrick Strubbe/
Date:	06/07/2012
Total Attachments: 3 source=SMG USPTO Coversheet#page1.tif source=SMG USPTO Coversheet#page2.tif source=SMG USPTO Coversheet#page3.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Bank of America, N.A., as Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other National Banking Association
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 7, 2012

- Assignment
- Security Agreement
- Other Termination of Security Interest recorded at Reel 003611; Frame 0370
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SMG

Street Address: 300 Conshohocken State Road, Suite 770

City: West Conshohocken

State: Pennsylvania

Country: USA Zip: 19428

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship Pennsylvania, USA
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

2024896 (SMG) and 3032026 (SMG Design only)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: McGuireWoods LLP

Internal Address: Attention: Christian Brose, Esq.

Street Address: 201 North Tryon Street

City: Charlotte

State: NC Zip: 28202

Phone Number: 704-343-2000

Docket Number: \_\_\_\_\_

Email Address: ksaltrick@mcguirewoods.com

**6. Total number of applications and registrations involved:**

2

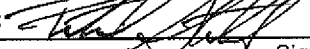
**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**   
Patrick Strubbe/McGuireWoods, LLP

June 7, 2012  
Date

Total number of pages including cover sheet, attachments, and document: 3

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TERMINATION OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** ("Release") is made by **BANK OF AMERICA, N.A.**, as agent for the Secured Parties (the "Agent") pursuant to the Security Agreement as defined hereunder.

WHEREAS, SMG, a Pennsylvania partnership ("SMG") granted a security interest in certain trademarks and trademark applications to the Agent pursuant to a certain First Lien Trademark Security Agreement (the "Security Agreement"), dated as of July 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time), made by SMG (the "Grantor"), in favor of the Agent.

FOR VALUABLE CONSIDERATION RECEIVED, the Agent hereby releases and reassigns to the Grantor the security interest granted to the Agent in each of the trademarks and trademark applications listed below (the "Released Trademarks"):

<b>Trademark/Drawing</b>	<b>Application Number</b>	<b>Registration Number</b>
SMG	74635836	2024896
SMG	78505448	3032026

The Security Agreement was recorded with the United States Patent and Trademark Office on August 29, 2007 at Reel 003611, Frame 0370.

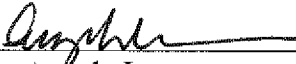
This Release is a complete release of the security interest and liens created by the Security Agreement with respect to the Released Trademarks identified herein. The Agent authorizes and requests that the U.S. Patent and Trademark Office note and record the existence of the release hereby given.

*[Signature page follows.]*

This Release shall be governed by and construed in accordance with the laws of the State of New York.

Dated: June 7, 2012

**BANK OF AMERICA, N.A.**, as Agent

By:   
Name: Angela Lau  
Title: Vice President

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