#### 900240089 12/03/2012

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, as Collateral Agent		11/28/2012	Bank: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	HANOVER CAPITAL PARTNERS 2, LTD.	
Street Address:	3000 BAYPORT DRIVE, SUITE 1700	
City:	ТАМРА	
State/Country:	FLORIDA	
Postal Code:	33607	
Entity Type:	CORPORATION: DELAWARE	

# PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1837028	HANOVER CAPITAL
Registration Number:	2587194	HANOVERTRADE.COM
Registration Number:	1792931	Н

#### **CORRESPONDENCE DATA**

**Fax Number**: 8004947512

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

via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F142393

TRADEMARK REEL: 004911 FRAME: 0290 OP \$90.00 183702

NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/
Date:	12/03/2012
Total Attachments: 4 source=PTO.Filing_11.28.2012_Trademark.Release_Hanover#page2.tif source=PTO.Filing_11.28.2012_Trademark.Release_Hanover#page3.tif source=PTO.Filing_11.28.2012_Trademark.Release_Hanover#page4.tif source=PTO.Filing_11.28.2012_Trademark.Release_Hanover#page5.tif	

# TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS

TERMINATION AND RELEASE dated as of November 28, 2012, from Credit Suisse AG, Cayman Islands Branch, as First Lien, with principal offices at Eleven Madison Avenue, New York, New York 10010 (the "Agent"), for certain banks and other financial institutions (the "Lenders"), to Hanover Capital Partners 2, Ltd. ("Hanover"), a Delaware corporation with notice address at 3000 Bayport Drive, Suite 1700, Tampa, Florida 33607. Unless otherwise defined herein or the context otherwise requires, terms used in this Termination and Release, including its preamble, have the meanings provided or provided by reference in the Security Agreement (as hereinafter defined).

## WITNESSETH:

WHEREAS, pursuant to the First Lien Security Agreement, dated as of July 1, 2011, made by the Grantor (as defined therein) and the other assignors from time to time party thereto in favor of the Agent (as amended, modified, restated and /or supplemented from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain collateral, including the Mark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in United States Trademarks dated as of July 1, 2011, among the Agent and Hanover (the "Grant Agreement"), whereby Hanover, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Mark Collateral;

WHEREAS, the Grant Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 1, 2011, at Reel 4574 and Frame 0225; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Mark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all Secured Obligations secured by the Mark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. <u>Definitions</u>. The term "Mark Collateral," as used herein, shall mean all of Hanover's right, title and interest in, to and under (i) each United States Mark, including, without limitation, each registered or applied for Mark set forth on Schedule A attached hereto, (ii) each Contract that includes any license of, or other grant of rights to, any Mark or any other trademark or similar intellectual property right of any party to such Contract, including, without limitation, the material Contracts that include any in-bound license of any registered or applied for United States Mark, as set forth on Schedule A attached hereto, (iii) all Proceeds of the foregoing, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to, on or after the date hereof for injury to or infringement, violation or dilution of

any of the foregoing or unfair competition regarding the same or for injury to the goodwill associated with any of the foregoing or violation of intellectual property rights in connection with any of the foregoing, including all proceeds and revenues therefrom, in each case, whether now owned or existing or hereafter acquiring or arising.

- 2. <u>Release of Security Interests</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Mark Collateral, and any right, title or interest of the Agent in such Mark Collateral granted pursuant to the Security Agreement, including those granted and agreed pursuant to the Grant Agreement, shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH, as Collateral Agent

Namé: ROBERT HETU
Title: MANAGING DIRECTOR

Name: Rahul Parmar Title: Associate

SIGNATURE PAGE TO TRADEMARK RELEASE--HANOVER

# **SCHEDULE A**

# U.S. TRADEMARKS & TRADEMARK APPLICATIONS

Mark	Registration/ Application Number
HANOVER CAPITAL	1,837,028
HANOVERTRADE.COM	2,587,194
Н	1,792,931

**RECORDED: 12/03/2012**