

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gibraltar Business Capital, LLC		11/01/2013	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	PromoWorks, L.L.C.		
Street Address:	300 N. Martingale Road		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3561980	HEALTHTRENDS	
Registration Number:	3497044	HEALTH TRENDS SAMPLING NETWORK	
Registration Number:	3428614	MICONEXXION	
Registration Number:	3450954	PRODEMOWORKS	
Registration Number:	3060258	PROMOCHEF	
Registration Number:	3382950	PROMODEMO	
Registration Number:	3337566	PROMOLEARNINGCENTER	
Registration Number:	2982060	PROMOPULL	
Registration Number:	3129628	PROMOREPORTS	
Registration Number:	2733675	PROMOWORKS	
Registration Number:	3422720	PROMOWORKS	
Registration Number:	3506508	SAMPLEONE	
Registration Number:	3588199	SAMPLESAFE	
Registration Number:	3561979	STREETSTOPS	
Serial Number:	86018554	PROMOWORKS RETAIL MEDIA	
Serial Number:	85408627	CONVERTING SHOPPERS TO BUYERS	
CORRESPONDENCE DATA			
Fax Number:	2142000853		

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TRADEMARK

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

Phone: 214-651-5262
Email: ipdocketing@haynesboone.com
Correspondent Name: Lisa Normand Congleton
Address Line 1: 2323 Victory Ave., Ste. 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	0026961.00008
NAME OF SUBMITTER:	Lisa Normand Congleton
SIGNATURE:	/Lisa Normand Congleton/
DATE SIGNED:	04/24/2014

Total Attachments: 5

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November 1, 2013

PAYOFF AGREEMENT

This Payoff Agreement ("Agreement") is made and entered into between Gibraltar Business Capital, LLC ("Gibraltar") and PromoWorks, L.L.C., Retail Promotion Management LLC, Star Chambers Enterprises LLC, Star Chambers Enterprises, Inc. and Servcorp LLC (individually and collectively "Client").

WHEREAS, Gibraltar and Client are party to that certain Loan and Security Agreement, dated April 9, 2013 (the "Loan Agreement"); and

WHEREAS, Gibraltar and Client wish to terminate the obligations under the Loan Agreement.

Gibraltar and Client hereby agree as follows:

1. Termination; Payoff; Lien Release. Lender's obligation to make revolving loans to Client is hereby terminated. Upon receipt via wire transfer of immediately available funds to Gibraltar in the aggregate amount of \$3,167,000.94 (the "Payoff Amount"), all of the indebtedness and obligations owing from Client to Gibraltar (the "Gibraltar Obligations") shall be terminated and satisfied in full and all liens and security interests securing the Gibraltar Obligations shall be deemed fully released and discharged.

The Payoff Amount shall be sent by wire transfer in accordance with the following instructions:

Gibraltar Business Capital, LLC
Wells Fargo Bank NA
ABA# 121000248
ACCT: 4122095029

2. UCC Termination Statements. Upon receipt by Gibraltar of the Payoff Amount, by wire transfer as set forth above, and a counterpart of this Agreement executed by Client, Gibraltar shall promptly file UCC Termination Statements to terminate all UCC Financing Statements in Gibraltar's favor with respect to the Gibraltar Obligations, and Gibraltar agrees to sign and deliver to Lender such documents and take such other actions as Lender shall reasonably request to terminate all of Gibraltar's liens and security interests in all assets of Client or held for the account of Client. Upon receipt by Gibraltar of the Payoff Amount, Client shall be authorized to file terminations of the UCC financing statements in Gibraltar's favor with respect to the Gibraltar Obligations.

3. Tender of Collections to Lender. All payments received by Gibraltar on behalf of Client, after receipt of the Payoff Amount, shall be forwarded to Client within five (5) business days after receipt of the same.

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4. Reimbursement to Gibraltar. Client shall reimburse Gibraltar for all payments received by Gibraltar on behalf of Client if the instrument constituting such payment is returned for nonpayment or for any other reason, after receipt of the Payoff Amount. Client agrees, with respect to all payments forwarded to Client pursuant to Section 3 hereof which are returned for nonpayment or for any other reason, to repay Gibraltar the amount of any check or other payment instrument, upon demand, if the instrument constituting such payment is returned.

5. Indemnification; Authorization of Payment. Client agrees to indemnify and hold Gibraltar harmless for all payments and all reasonable out-of-pocket costs, expenses, claims, and damages incurred in performance by Gibraltar of its respective obligations under this Agreement. By signing this Agreement, Client acknowledges the Payoff Amount referred to herein is due and owing to Gibraltar and confirms its agreement to the terms and provisions of this Agreement.

6. General Release. Client, their successors and assigns do each hereby fully, finally, and forever release and waive any and all claims, demands, actions, causes of action, damages, claims, debts, demands, liabilities, obligations, costs, expenses, and other rights of any nature whatsoever, whether known or unknown, presently existing or arising in the future, in law or in equity, against Gibraltar, as well as the successors, officers, predecessors, assigns, agents, employees, attorneys, and representatives of Gibraltar, arising out of or in any way relating to the agreements evidencing or in any manner related to the Gibraltar Obligations, the administration of the financing provided under any and all such agreements, and/or the actions taken by Gibraltar in any way connected with the foregoing.

7. Intentionally Omitted.

8. Notices to Parties. All notices to the parties shall be in writing and sent by first class United States mail, postage prepaid, or by reputable messenger service, or by hand delivery to the following addresses:

If to Gibraltar:

Gibraltar Business Capital, LLC
400 Skokie Blvd, Suite 375
Northbrook, IL 60062
Attention: Scott Winicour, COO

If to Client:

PromoWorks, L.L.C.
300 North Martingale
Schaumburg, IL 60173
Attention: Marcus Bradshaw, CFO

9. Severability of Invalid Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Warranty of Signing Representative. The representative signing this Agreement on behalf of Gibraltar and Client each represents and warrants that he or she has been duly

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authorized by his or her respective board of directors, managers and/or members, or partners to execute and deliver this Agreement and that upon execution and delivery hereof by all parties hereto, this Agreement will be binding and enforceable in accordance with its terms against such party for whom such representative has signed.

11. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and assigns of all parties hereto.

12. Counterpart Execution. This Agreement may be executed in several counterparts, without the requirement that all parties sign each counterpart. Each of such counterpart shall be an original, but all counterparts together shall constitute one and the same instrument.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of law principles.

14. Jury Waiver. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR IN TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

15. Integrated Agreement and Subsequent Amendment. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and may not be altered or amended except by written agreement signed by Gibraltar and Client. All other prior and contemporaneous agreements, arrangements, and understandings between the parties hereto as to the subject matter hereof are rescinded.

16. Expiration. This Agreement shall expire, terminate and have no force or effect if the Payoff Amount and a counterpart of this Agreement, signed by Client, is not received by Gibraltar by 5:00 pm Chicago time on November 1, 2013.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Client and Gibraltar have executed this Payoff Agreement as of the date first above written.

Gibraltar Business Capital, LLC

A handwritten signature in black ink, appearing to read "Scott W.", is written over a horizontal line.

By: _____

Name: Scott Winicour

Title: Chief Operating Officer

Client:

PromoWorks, L.L.C.

By: _____

Name: _____

Title: _____

Retail Promotion Management LLC

By: _____

Name: _____

Title: _____

Star Chambers Enterprises LLC

By: _____

Name: _____

Title: _____

The Star Chambers Enterprises, Inc.

By: _____

Name: _____

Title: _____

Servcorp LLC

By: _____

Name: _____

Title: _____



IN WITNESS WHEREOF, the Client and Gibraltar have executed this Payoff Agreement as of the date first above written.

Gibraltar Business Capital, LLC

By: _____
Name: Scott Winicour
Title: Chief Operating Officer

Client:

PromoWorks, L.L.C.

By: Peter Tarnapou
Name: PETER TARNAPOU
Title: PRESIDENT & CEO

Retail Promotion Management LLC

By: Peter Tarnapou
Name: PETER TARNAPOU
Title: PRESIDENT & CEO

Star Chambers Enterprises LLC

By: Peter Tarnapou
Name: PETER TARNAPOU
Title: PRESIDENT & CEO

The Star Chambers Enterprises, Inc.

By: Peter Tarnapou
Name: PETER TARNAPOU
Title: PRESIDENT & CEO

Servcorp LLC

By: Peter Tarnapou
Name: PETER TARNAPOU
Title: PRESIDENT & CEO

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