# OP \$40.00 3075622

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM306632

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		06/03/2014	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	StoneRiver, Inc.
Street Address:	475 14th Street
Internal Address:	Suite 600
City:	Oakland
State/Country:	CALIFORNIA
Postal Code:	94612
Entity Type:	CORPORATION: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3075622	TRACKER

#### **CORRESPONDENCE DATA**

**Fax Number:** 4142974900

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.

**Phone:** 414 271-2400

**Email:** IPDocketing@foley.com, jrodriguez@foley.com

Correspondent Name: Christine L.Rittberg Foley & Lardner LLP

Address Line 1: 777 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	093826-0105	
NAME OF SUBMITTER:	Christine L. Rittberg	
SIGNATURE:	/Christine L. Rittberg/	
DATE SIGNED:	06/04/2014	

#### **Total Attachments: 3**

source=StoneRiver - Trademark Release (Project Finnegan) (2009 Facility)#page1.tif source=StoneRiver - Trademark Release (Project Finnegan) (2009 Facility)#page2.tif source=StoneRiver - Trademark Release (Project Finnegan) (2009 Facility)#page3.tif

TRADEMARK REEL: 005296 FRAME: 0186

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 3, 2014 ("<u>Release</u>"), is made by Bank of America, N.A. ("<u>Administrative Agent</u>") in favor of StoneRiver, Inc. ("<u>Grantor</u>").

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of June 26, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of June 26, 2009 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on July 6, 2009 at Reel 4017 Frame 0396.

- **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, Administrative Agent, on behalf of the Secured Parties, and Grantor 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 Notice, as applicable.
- **SECTION 2.** <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:
- (a) terminates, cancels, discharges, re-pledges, reassigns and releases to the Grantor the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto; and
  - (b) authorizes the recordation of this Release with the USPTO at Grantor's expense.
- **SECTION 3.** Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.
- **SECTION 4.** <u>Acknowledgement</u>. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks, Trademark Licenses and Proceeds not listed on <u>Schedule A</u>.

4847-0749-3659.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duty executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA/N

Title:

Vice President

4847-0749-3659.

# Schedule A

# **Registered Marks**

Mark	Registration No.	Registration Date
TRACKER	3075622	4/4/06

4847-0749-3659.

RECORDED: 06/04/2014

TRADEMARK REEL: 005296 FRAME: 0189