

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		06/30/2014	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Tagworks, L.L.C		
Street Address:	10590 Hamilton Avenue		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45231		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3458968	TAGWORKS	
Registration Number:	3458978		
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, legal assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	07/02/2014		
Total Attachments: 5			
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source=25H Release of Security Interest in TMs - Tagworks (2)#page2.tif			
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TRADEMARK

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):

Barclays Bank PLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Public Limited Company
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

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

Execution Date(s) June 30, 2014

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Tagworks, L.L.C.

Street Address: 10590 Hamilton Avenue

City: Cincinnati

State: OH

Country: USA Zip: 45231

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-Arizona

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
See Schedule A

B. Trademark Registration No.(s)
See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

2

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

July 1, 2014
Date

Elaine Carrera

Name of Person Signing

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

5

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

RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (this "Release") is dated as of June 30, 2014 by BARCLAYS BANK PLC, as Collateral Agent for the Finance Parties (the "Collateral Agent"), in favor of TAGWORKS, L.L.C., an Arizona limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings provided or provided by reference in the Security Agreement (as defined below).

WHEREAS, the Grantor, the Collateral Agent and certain other parties, entered into the Security Agreement, dated as of May 28, 2010 (as amended, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered to the Collateral Agent that certain Assignment of Security Interest in United States Trademarks, dated as of March 31, 2011 (the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 2, 2011 at Reel 004514, Frame 0157;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Finance Parties a security interest in, and pledged and assigned as collateral to the Collateral Agent for the benefit of the Finance Parties, all of the Grantor's right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent desires to terminate and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

The term "Trademark Collateral," as used herein, shall mean (a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names and trade dress which are or have been used in the United States or in any state, territory or possession thereof, or in any other place, nation or jurisdiction, along with all prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law; (ii) the goodwill of the business symbolized thereby or associated with each of the foregoing; (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including the registrations and applications listed on Schedule A hereto; (iv) all reissues, extensions and renewals thereof; (v) all claims for, and rights to sue for, past, present or future infringements or dilutions of any of the foregoing; (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements or dilutions thereof and payments and damages under all Trademark Licenses in connection therewith; and (vii) all rights corresponding to any of the foregoing whether arising under the laws of the United States or any foreign country or otherwise; and (b) each agreement now or hereafter in existence granting to the Grantor any right, whether exclusive or non-exclusive, to use another Person's Trademarks, or pursuant to which the Grantor has granted to any other Person, any right, whether exclusive or non-exclusive, to use any Trademark, whether or not registered, and the rights to prepare for sale, sell and advertise for sale, all of the inventory now or hereafter owned by any Credit Party and now or hereafter covered by such license agreements.

The Collateral Agent hereby terminates and releases the security interest in the Trademark Collateral, and retransfers and reassigns to the Grantor any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral, without any recourse, representation or warranty whatsoever.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BARCLAYS BANK PLC, as Collateral Agent

By: 

Name: **Noam Azachi**
Title: **Vice President**

[Signature Page to Release of Security Interest in United States Trademarks]

NY16425500.1

TRADEMARK
REEL: 005315 FRAME: 0040

Schedule A

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
3,458,968	U.S.	7/1/2008	TagWorks
3,458,978	U.S.	7/1/2008	Symbol (TAG)