

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TD Bank, N.A.		02/26/2015	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FacilitySource, LLC		
<b>Street Address:</b>	3600 E. University Dr., Suite C-1550		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85034		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3212372	FACILITYSOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	121090.00001 KAW		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		
<b>SIGNATURE:</b>	/kaw-907/		
<b>DATE SIGNED:</b>	02/26/2015		
<b>Total Attachments: 4</b>			
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**RELEASE OF SECURITY AGREEMENT IN  
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 26th day of February, 2015, by TD Bank, N.A. (the "Secured Party"), in favor of FacilitySource, LLC, a Delaware limited liability company, formerly FacilitySource Inc. (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 26, 2008, by and between the Secured Party and Obligor (the "Loan Agreement"), the Obligor granted to the Secured Party security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Loan Agreement, the Obligor executed that certain Trademark Security Agreement, dated as of December 26, 2008 (the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Secured Party a lien on, and security interest in and to, all of Obligor's right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Loan Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 14, 2009 at Reel 3987/Frame 0710;

WHEREAS, the Obligor has requested that the Secured Party: (a) terminate and release all liens and interests of the Secured Party in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Secured Party's Security Interests in the Trademark Collateral, and the parties seek to make record of the Secured Party's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such

trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Release of Security Interests. The Secured Party hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

[signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TD BANK, N.A.

By: *Cynthia Colucci*  
Name: Cynthia Colucci  
Title: Vice President

[Signature Page to Release of Security Interest in Trademarks]

**SCHEDULE A**

**TRADEMARKS**

<b>Jur.</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
US	FACILITYSOURCE	3,212,372	2/27/2007
CTM	FACILITYSOURCE	005620521	9/29/2008