

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (Recorded 7/22/11 at Reel/Frame 4589/0069)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank, National Association, as Agent		07/31/2015	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nestor Sales, LLC		
<b>Street Address:</b>	7337 BRYAN DAIRY ROAD		
<b>City:</b>	LARGO		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33777		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3016494	RACE WAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	031558.121		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	08/03/2015		
<b>Total Attachments: 3</b>			
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source=IP Termination and Release of Security Interest by PNC to Nestor Sales#page2.tif			

OP \$40.00 3016494



**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 31, 2015 ("**Release**"), is made by PNC Bank, National Association, as Agent ("**Agent**") in favor of Nestor Sales, L.L.C., a Georgia limited liability company ("**Borrower**").

**WHEREAS**, pursuant to that certain Revolving Credit and Security Agreement dated as of March 30, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "**Security Agreement**") by and among the Borrower and the Agent, Borrower granted to the Agent, for its benefit and for the ratable benefit of each Lender ("**Secured Parties**"), a continuing security interest in and to and Lien on Borrower's trademarks, trademark applications, service marks, and goodwill ("**Trademark Collateral**");

**WHEREAS**, pursuant to the Security Agreement, Borrower executed and delivered to Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks dated as of March 30, 2009 ("**Notice**"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("**USPTO**") on July 22, 2011 at Reel 4589 Frame 0069.

**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, Agent, on behalf of the Secured Parties, and Borrower agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

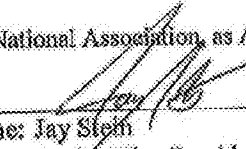
(b) authorizes the recordation of this Release with the USPTO at Borrower's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of North Carolina.

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

Agent:

PNC Bank, National Association, as Agent

By:  \_\_\_\_\_

Name: Jay Steff

Title: Senior Vice President

Schedule A

Nestor Sales LLC  
(Georgia Limited Liability Company)

U.S. Trademark

Registered Mark

Mark	Reg. No.	Reg. Date
RACEWAY and Design	3016494	11/22/05