

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352029

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.		08/19/2015	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vistage Worldwide, Inc.		
Street Address:	11452 El Camino Real, Suite 400		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1433330	TEC	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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>			
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	08/20/2015		
Total Attachments: 2			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2015 (this "Agreement"), by BANK OF AMERICA, N.A., as collateral agent (together with its successors in such capacity, the "Collateral Agent") is made in favor of Vistage Worldwide, Inc., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, the Collateral Agent and Tec Worldwide, Inc. (as predecessor in interest to Grantor) are parties to a certain Credit Agreement, dated as of July 31, 2005 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other grantors executed a Security Agreement (Trademarks), dated as of July 21, 2005 (the "Trademark Security Agreement") pursuant to which Tec Worldwide, Inc. (as predecessor in interest to Grantor) granted to the Collateral Agent a continuing security interest in the Collateral (as defined in the Trademark Security Agreement), including, without limitation, U.S. Trademark Registration No. 1,433,330;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on September 1, 2005 at Reel 003151 and Frame 0687; and

WHEREAS, the Obligations (as defined in the Credit Agreement) have been fully satisfied and, therefore, the Grantor has requested, and the Collateral Agent has agreed, that the Collateral Agent release its security interest in the Collateral and reassign the same to Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- (1) The Collateral Agent hereby releases its security interest in the Collateral, including, without limitation, U.S. Trademark Registration No. 1,433,330, as such rights, title and interest are granted in the Trademark Security Agreement.
- (2) The Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, all of the Collateral Agent's rights, title and interest in and to U.S. Trademark Registration No. 1,433,330 and all other Collateral, as such rights, title and interest are granted in the Trademark Security Agreement.
- (3) This Agreement may be executed in any number of counterparts, each of which when executed and telecopied signatures (or signatures delivered via electronic mail or "pdf") will be deemed to be an original and all of which counterparts of

this Agreement taken together will be deemed to be but one and the same instrument.

- (4) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent has caused this Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: Maurice Washington
Name: _____
Title: **Maurice Washington**
Vice President

STATE OF Texas)
)
COUNTY OF Dallas)

On the 16th day of August, 2015, before me, the undersigned, personally appeared Maurice Washington known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

D. Ross
Notary Public

