# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM352135

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.		02/27/2015	National Banking Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Integrated Supply Network, LLC		
Street Address:	2727 Interstate Drive		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33805		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Allsoft Technologies, LLC		
Street Address:	2727 Interstate Drive		
City:	Lakeland		
State/Country:	FLORIDA		
Postal Code:	33805		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	K-Tool Corporation		
Street Address:	31111 Old Wixom Road		
City:	Wixom		
State/Country:	MICHIGAN		
Postal Code:	48393		
Entity Type:	CORPORATION: MICHIGAN		

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark		
Registration Number:	2865879	ISN		
Registration Number:	2650092	TOOLWEB		
Registration Number:	2779017	MOUNTAIN		
Registration Number:	1983343	K TOOL INTERNATIONAL		
Registration Number:	1957102	K TOOL CORPORATION		
Registration Number:	4204499	TOOL MANAGER		
Registration Number:	4033983	TOOL DEALER EXPO		

REEL: 005604 FRAME: 0187 900335065

Property Type	Number	Word Mark		
Serial Number:	85217777	POWERPLUS		
Serial Number:	85806622	MONSTER MOBILE		
Serial Number:	85902238	MONSTER MOBILE		

### CORRESPONDENCE DATA

**Fax Number:** 3128622200

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:** 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	37869-0172-RFS
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	08/20/2015

#### **Total Attachments: 4**

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

This TERMINATION AND RELEASE OF SECURITY INTEREST (TRADEMARKS) dated as of February 27, 2015 (this "Release"), is entered into by Bank of America, N.A., a national banking association ("Agent"), in favor of Integrated Supply Network, LLC, a Florida limited liability company, Allsoft Technologies, LLC, a Florida limited liability company, and K-Tool Corporation of Michigan, a Michigan corporation (each a "Grantor" and, collectively, "Grantors").

## WITNESSETH:

WHEREAS, Agent, certain other financial institutions, Grantors, and certain affiliates of Grantors are parties to that certain Loan and Security Agreement (the "Loan Agreement") dated as of September 30, 2013;

WHEREAS, in connection with the Loan Agreement, Grantors and Agent entered into a Security Agreement (Trademarks) dated as of September 30, 2013 (the "<u>Trademark Security Agreement</u>"), under which each Grantor granted to Agent, for the benefit of the Secured Parties (as defined in the Loan Agreement), a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under certain Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on <u>Schedule A</u> hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on October 1, 2013 at Reel 5122 and Frame 0121; and

WHEREAS, in connection with Grantors' satisfaction of the Obligations (as defined in the Loan Agreement), Agent now desires to release its liens on, and security interests in, the Trademark Collateral (including the trademarks as set forth on <u>Schedule A</u> attached hereto).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

- 1. Release of Security Interest. Agent, for itself and on behalf of the Secured Parties, hereby fully terminates, releases and discharges its security interest in (i) the Trademark Collateral arising under the Loan Agreement, the Trademark Security Agreement, or otherwise and (ii) all products and proceeds of such Trademark Collateral, including, without limitation, any claim by a Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademarks (as defined in the Trademark Security Agreement) owned by such Grantor including, without limitation, the Trademarks referred to in Schedule A attached hereto, and hereby reassigns to Grantor any and all right, title and interest that it may have in or to the Trademark Collateral.
- 2. <u>Recordation</u>. Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government official record this Release.
- 3. <u>Further Assurances</u>. Upon the reasonable request of any Grantor, and at such Grantor's sole cost and expense, Agent agrees to execute and deliver to Grantors all further documents and other instruments necessary to fully terminate and release Agent's security interest in the Trademark Collateral and to evidence the same.

4. <u>Governing Law</u>. This Release and the rights and obligations of the parties under this Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles.

\* \* \* \* \* \* [Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative below, as of the date first above written.

BANK OF AMERICA, N.A., as Agent

Name: Steven Li. Hipsman

Title: Senior Vice President

## SCHEDULE A

#### Registered Trademarks:

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Integrated Supply Network, LLC	75/732,420		2,865,879	6/18/1999	7/27/2004
Integrated Supply Network, LLC	76/017,498		2,650,092	4/4/2000	11/12/2002
Integrated Supply Network, LLC	76/342,072		2,779,017	11/26/2001	11/4/2003
K-Tool Corporation of Michigan		74/526798	1,983,343	5/20/1994	7/2/1996
K-Tool Corporation of Michigan		74/526674	1,957,102	5/20/1994	2/20/1996
Allsoft Technologies, LLC		85/345535	4,204,499	3/14/2011	9/11/2012
Integrated Supply Network, LLC		85/181071	4,033,983	11/19/2010	10/4/2011

## Trademark Applications:

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Integrated Supply Network, LLC		85/217,777		1/14/2011	***************************************
Integrated Supply Network, LLC		85/806622		12/19/2012	
Integrated Supply Network, LLC		85/902238		4/12/2013	

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**RECORDED: 08/20/2015**