# CH \$140.00 068

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM366322

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.		10/23/2015	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	NUARC COMPANY, INC.
Street Address:	1 NORTH 372 MAIN STREET
City:	GLEN ELLYN
State/Country:	ILLINOIS
Postal Code:	60137
Entity Type:	CORPORATION: DELAWARE

## **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	0686881	FLIP-TOP
Registration Number:	1120431	NUARC
Registration Number:	1462688	SYSTEMS 631
Registration Number:	1548055	NUARC
Registration Number:	1632741	NUVAC

## **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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:** 212-969-3000

**Email:** trademark@proskauer.com

Correspondent Name: Adam D. Siegartel
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	19827-001
NAME OF SUBMITTER:	Adam Siegartel
SIGNATURE:	/Adam Siegartel/
DATE SIGNED:	12/17/2015

# **Total Attachments: 4**

source=Trademark Release (3620-0062)#page1.tif

source=Trademark Release (3620-0062)#page2.tif

source=Trademark Release (3620-0062)#page3.tif

source=Trademark Release (3620-0062)#page4.tif

### RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release"), dated as of October 23, 2015, is made by Bank of America, N.A. as successor in interest to LaSalle Bank National Association ("Lender"), in favor of nuArc Company, Inc. ("Grantor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement or the Trademark Security Agreement.

WHEREAS, pursuant to that certain Secured Credit Agreement, dated July 23, 2007 (the "Loan Agreement"), by and between Lender and Grantor, the parties entered into that certain Trademark Security Agreement, dated July 23, 2007 (the "Trademark Security Agreement"), pursuant to which Grantor granted to Lender, in consideration for certain loans granted by Lender to Grantor, a security interest in all of the Grantors' rights, title and interest in or to certain of the Grantor's trademarks, including, without limitation, those trademarks set forth on Schedule A attached hereto (the "Collateral").

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 13, 2007 at Reel/Frame 003620/0062

WHEREAS, Lender has agreed to terminate and release its security interest in all such Collateral, as provided in the Loan Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender agrees as follows:

- 1) Release of Security Interest. Lender hereby relinquishes, terminates, discharges and releases to the Grantor, any and all right, title and interest, including any security interest, it may have or have acquired through the Loan Agreement and the Trademark Security Agreement in the Collateral (together with all of the goodwill associated therewith or symbolized thereby).
- 2) Further Acts. Lender hereby authorizes and requests that this Release be recorded at the United States Patent and Trademark Office, or any other applicable location. Lender shall take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 3) <u>Full Authority</u>. Lender represents and warrants that it has full authority to execute and deliver this Release.
- 4) Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Remainder of page intentionally left blank]

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

LENDER:

BANK OF AMERICA, N.A.

Name: Michael J. Haurons &

[Release of Security Interest Signature Page]

# Schedule A

Trademark	Registration No.	Date Registered
FLIP-TOP	686,881	October 20, 1959
NUARC	1,120,431	June 19, 1979
SYSTEMS 631	1,462,688	October 27, 1987
NUARC & SUNBURST DESIGN	1,548,055	July 18, 1999
NINAC	1,632,741	January 22, 1991

# TRADEMARK APPLICATIONS

<u>Trademark</u> <u>Application No.</u> <u>Application Date</u>

NONE

**RECORDED: 12/17/2015**