# CH \$65.00 242

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM381736 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                      |
|--|----------|----------------|----------------------------------|
| Antares Capital LP, as successor in interest to General Electric Capital Corporation |          | 04/22/2016     | Limited Partnership:<br>DELAWARE |

### **RECEIVING PARTY DATA**

| Name:           | MailSouth, Inc.      |  |  |
|-----------------|----------------------|--|--|
| Street Address: | 5901 Highway 52 East |  |  |
| City:           | Helena               |  |  |
| State/Country:  | ALABAMA              |  |  |
| Postal Code:    | 35080                |  |  |
| Entity Type:    | Corporation: ALABAMA |  |  |

### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| Registration Number: | 2426850 | ADVERTISING THAT HITS HOME |
| Registration Number: | 2117868 | MAILSOUTH                  |

### **CORRESPONDENCE DATA**

**Fax Number:** 2129408776

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:** 2129406522

Email: christine.guthrie@kattenlaw.com

Correspondent Name: Christine Guthrie Address Line 1: 575 Madison Ave

Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 387132.00209        |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | Christine Guthrie   |
| SIGNATURE:              | /Christine Guthrie/ |
| DATE SIGNED:            | 04/25/2016          |

**Total Attachments: 4** 

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 22, 2016, by Antares Capital LP, as successor in interest to General Electric Capital Corporation, a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, "Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement and the Guaranty and Security Agreement (as defined below), as applicable.

### WITNESSETH:

WHEREAS, MailSouth, Inc., an Alabama corporation ("<u>Grantor</u>"), Secured Party and the lenders from time to time party thereto are each a party to that certain Credit Agreement, dated as of December 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, in connection with the Credit Agreement, Grantor and Secured Party entered into that certain Guaranty and Security Agreement, dated as of December 15, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement");

WHEREAS, in connection with the Guaranty and Security Agreement, Grantor and Secured Party entered into that certain Trademark Security Agreement, dated as of December 15, 2010 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party, for the benefit of the Secured Parties, in certain Trademarks and Trademark Collateral as collateral security for the Secured Obligations of the Grantor to the Secured Parties, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 15, 2010, at Reel 004434, Frame 0454;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby terminates, cancels, releases and discharges, all of its security interest in the Trademarks and the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule 1 hereto, whether granted pursuant to the Security Agreement, the Guaranty and Security Agreement or any other agreement or document delivered in connection with the Credit Agreement.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest (if any) in and to the Trademarks and the Trademark Collateral.
- 3. Secured Party agrees, at the expense of the Grantor, to cooperate with the Grantor and to provide the Grantor with any information and additional authorization reasonably required to effect the release of Secured Party's security interests in the Trademarks and the Trademark Collateral.

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| 4.               | This Trademarl    | Release and   | d Reassignment sha | ıll be | governed | by a | and o | construed | and |
|------------------|-------------------|---------------|--------------------|--------|----------|------|-------|-----------|-----|
| interpreted in a | ccordance with th | e laws of the | State of New York. |        |          |      |       |           |     |

[Signature Page Follows]

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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

# SCHEDULE 1

# **Trademark Registrations**

| Mark                  | Owner           | Jurisdiction | Registration No. | Registration Date |
|-----------------------|-----------------|--------------|------------------|-------------------|
| Advertising That Hits | MailSouth, Inc. | USPTO        | 2426850          | February 6, 2001  |
| Home                  |                 |              |                  |                   |
| MailSouth             | MailSouth, Inc. | USPTO        | 2117868          | December 2, 1997  |

**RECORDED: 04/25/2016** 

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