

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ING Capital, LLC		08/16/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bullet Line, LLC
Street Address:	400 Hunt Valley Road
City:	New Kensington
State/Country:	PENNSYLVANIA
Postal Code:	15068
Entity Type:	Limited Liability Company: PENNSYLVANIA
Name:	Leedsworld, Inc.
Street Address:	400 Hunt Valley Road
City:	New Kensington
State/Country:	PENNSYLVANIA
Postal Code:	15068
Entity Type:	Corporation: DELAWARE
Name:	Timeplanner Calendars, Inc.
Street Address:	400 Hunt Valley Road
City:	New Kensington
State/Country:	PENNSYLVANIA
Postal Code:	15068
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1339159	BIG SHOT
Registration Number:	4067785	BULLET
Registration Number:	1894445	BULLET LINE
Registration Number:	2646275	BULLET LINE
Registration Number:	3586285	BULLET LINE
Registration Number:	1698200	BULLET LINE
Registration Number:	3941174	EARTH PRINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	774147	KWIK-KLIK
Registration Number:	4489044	PRICE BUST
Registration Number:	2924888	STAPLETTE
Registration Number:	1758246	TWIST-STIK
Registration Number:	1913935	
Registration Number:	3791166	CHECKMATE
Registration Number:	3408121	CLICK & CREATE
Registration Number:	4523049	DISRUPT
Registration Number:	3686081	ECOSMART
Registration Number:	3686082	ECOSMART RESPONSIBLE GIFTS FOR ENVIRONME
Registration Number:	3686083	ECOSMART RESPONSIBLE GIFTS FOR ENVIRONME
Serial Number:	85763044	ELLEVEN
Serial Number:	85766111	ELLEVEN
Registration Number:	3774533	GUSTO! BIG IDEAS FOR SMALL BUDGETS
Serial Number:	85855946	HUNT VALLEY
Serial Number:	85855982	HUNT VALLEY
Registration Number:	2386710	LEED'S
Registration Number:	3294056	LEED'S
Registration Number:	3366380	MAKE IT YOURS
Registration Number:	3917586	METROPOLITAN
Registration Number:	3382890	NEOTEC
Registration Number:	2161486	SURESHIP
Registration Number:	2957228	WORLDSOURCE
Registration Number:	3632719	WORLDSOURCE MEMORY XPRESS
Registration Number:	4654908	ZOOM
Registration Number:	3686071	
Registration Number:	3071809	
Registration Number:	4449239	
Registration Number:	2483929	JOURNALBOOKS
Registration Number:	2884458	PENPORT
Registration Number:	4486566	REFILLABOOK
Registration Number:	1186653	TIMEPLANNER
Registration Number:	4418591	JB
Registration Number:	4366973	JOURNALBOOKS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 005857 FRAME: 0543

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 08/16/2016

Total Attachments: 8

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**TERMINATION AND RELEASE OF
SECOND LIEN TRADEMARK SECURITY INTEREST**

This TERMINATION AND RELEASE (this "Termination and Release"), dated as of August 16, 2016, from **ING CAPITAL, LLC**, as Collateral Agent (the "Collateral Agent") for and on behalf of the Lenders (as defined below), to **BULLET LINE, LLC**, a Pennsylvania limited liability company, **LEEDSWORLD, INC.**, a Delaware corporation, and **TIMEPLANNER CALENDARS, INC.**, a North Carolina corporation, each located at 400 Hunt Valley Rd., New Kensington, PA 15068 (each, a "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of June 28, 2013, to the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), a security interest (the "Security Interest") was granted by each Grantor to the Collateral Agent in certain collateral, including the Trademark Collateral (as defined herein);

WHEREAS, pursuant to that certain Trademark Security Agreement – Second Lien, dated as of August 9, 2013, among the Collateral Agent and each Grantor (the "Security Agreement"), each Grantor, by reference to the Second Lien Security Agreement, reaffirmed its intent to grant a Security Interest to the Collateral Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on August 9, 2013, at Reel 5088 and Frame 0941; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Second Lien Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of such Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Trademarks identified on Schedule A hereto and made a part hereof). The term "Trademarks" shall have the meaning provided by reference in the Second Lien Security Agreement and the Security Agreement.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title and interest of the Collateral Agent in, to and under such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. Counterparts. This Termination and Release may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(Remainder of the page left intentionally blank)

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


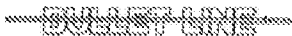

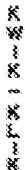
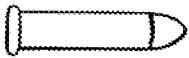
ING Capital LLC






By: Thomas K. McCaughey
Name: Thomas McCaughey
Title: Managing Director




By: Clifford Beltzer
Name: Clifford Beltzer
Title: Vice President

SCHEDULE A

Trademark Registrations and Applications

Owner	Mark	App./Reg. No.
BL Acquisition, LLC	BIG SHOT	Serial No. 73/471,434 Reg. No. 1,339,159
Bullet Line, LLC		Serial No. 77/838,913 Reg. No. 4,067,785
BL Acquisition, LLC	BULLET LINE	Serial No. 74/499,720 Reg. No. 1,894,445
Bullet Line, LLC	BULLET LINE	Serial No. 75/797,660 Reg. No. 2,646,275
Bullet Line, LLC	BULLET LINE	Serial No. 77/526,982 Reg. No. 3,586,285
Bullet Line, LLC		Serial No. 74/180,484 Reg. No. 1,698,200
Bullet Line, LLC		Serial No. 77/632,235 Reg. No. 3,941,174
BL Acquisition, LLC		Serial No. 72/179,299 Reg. No. 774,147
Bullet Line, LLC	PRICE BUST	Serial No. 85/614,721 Reg. No. 4,489,044
Bullet Line, LLC	STAPLETTE	Serial No. 76/574,903 Reg. No. 2,924,888
BL Acquisition, LLC	TWIST-STIK	Serial No. 74/038,488 Reg. No. 1,758,246
BL Acquisition, LLC		Serial No. 74/500,648 Reg. No. 1,913,935
Leedsworld, Inc.	CHECKMATE	Serial No. 77/682,437 Reg. No. 3,791,166
Leedsworld, Inc.	CLICK & CREATE	Serial No. 77/122,092 Reg. No. 3,408,121
Leedsworld, Inc.	DISRUPT	Serial No. 85/838,442 Reg. No. 4,523,049
Leedsworld, Inc.	ECOSMART	Serial No. 77/721,430 Reg. No. 3,686,081
Leedsworld, Inc.	ECOSMART RESPONSIBLE GIFTS FOR	Serial No. 77/721,440 Reg. No. 3,686,082

	ENVIRONMENTALLY RESPONSIBLE PROMOTIONS	
Leedsworld, Inc.		Serial No. 77/721,449 Reg. No. 3,686,083
Leedsworld, Inc.	ELLEVEN	Serial No. 85/763,044
Leedsworld, Inc.		Serial No. 85/766,111
Leedsworld, Inc.	GUSTO! BIG IDEAS FOR SMALL BUDGETS	Serial No. 77/813,005 Reg. No. 3,774,533
Leedsworld, Inc.	HUNT VALLEY	Serial No. 85/855,946
Leedsworld, Inc.		Serial No. 85/855,982
Leedsworld, Inc.	LEED'S	Serial No. 75/203,039 Reg. No. 2,386,710
Leedsworld, Inc.	LEED'S	Serial No. 78/927,421 Reg. No. 3,294,056
Leedsworld, Inc.	MAKE IT YOURS	Serial No. 77/012,879 Reg. No. 3,366,380
Leedsworld, Inc.	METROPOLITAN	Serial No. 77/703,308 Reg. No. 3,917,586
Leedsworld, Inc.	NEOTEC	Serial No. 78/657,122 Reg. No. 3,382,890
Leedsworld, Inc.	SURESHIP	Serial No. 75/202,459 Reg. No. 2,161,486
Leedsworld, Inc.	WORLDSOURCE	Serial No. 78/391,220 Reg. No. 2,957,228
Leedsworld, Inc.	WORLDSOURCE MEMORY XPRESS	Serial No. 77/436,768 Reg. No. 3,632,719
Leedsworld, Inc.	ZOOM	Serial No. 85/763,018 Reg. No. 4,654,908
Leedsworld, Inc.		Serial No. 77/708,155 Reg. No. 3,686,071
Leedsworld, Inc.		Serial No. 78/324,205 Reg. No. 3,071,809

Leedsworld, Inc.		Serial No. 85/766,135 Reg. No. 4,449,239
Timeplanner Calendars, Inc.	JOURNALBOOKS	Serial No. 75/697,419 Reg. No. 2,483,929
Timeplanner Calendars, Inc.	PENPORT	Serial No. 78/312,234 Reg. No. 2,884,458
Timeplanner Calendars, Inc.	REFILLABOOK	Serial No. 85/879,909 Reg. No. 4,4865,66
Timeplanner Calendars, Inc./TOB, Inc.	TIMEPLANNER	Serial No. 73/218,272 Reg. No. 1,186,653
Timeplanner Calendars, Inc.		Serial No. 85/876,355 Reg. No. 4,418,591
Timeplanner Calendars, Inc.		Serial No. 85/644,964 Reg. No. 4,366,973