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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM419262

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (PREVIOUSLY RECORDED DECEMBER 23, 2014, REEL/FRAME 5426/0848)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		03/10/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	UC SYNERGETIC, INC.	
Street Address:	3440 LAKEMONT BLVD	
City:	FORT MILL	
State/Country:	SOUTH CAROLINA	
Postal Code:	29708	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3838686	UC SYNERGETIC

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036716.121	
NAME OF SUBMITTER:	AME OF SUBMITTER: JOHN E. SLAUGHTER, III	
SIGNATURE:	/JOHN E. SLAUGHTER, III/	
DATE SIGNED:	03/10/2017	

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of March 10, 2017 ("Release"), is made by and among KeyBank National Association, as Administrative Agent ("Agent") for the Secured Parties pursuant to the Second Lien Credit Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and UC Synergetic, Inc., a California corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of December 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") by and among the Grantor, Agent, and others party thereto and the Second Lien Grant of Security Interest in Trademark Rights dated as of December 22, 2014 ("Second Lien Trademark Grant") by and among the Grantor and Agent, Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto); and

WHEREAS, the Second Lien Trademark Grant was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on December 23, 2014 at Reel 5426 Frame 0848.

NOW THEREFORE, Agent, on behalf of the Secured Parties, hereby states as follows:

SECTION 1. <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement, Security Agreement or Second Lien Trademark Grant.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, hereby:

- (a) terminates the Second Lien Trademark Grant;
- (b) terminates, cancels, discharges, and releases, without recourse and without representation or warranty of any kind, the security interest in Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), granted pursuant to the Security Agreement or Second Lien Trademark Grant; and
 - (c) authorizes the recordation of this Release with the USPTO at Grantor's sole cost and expense.

SECTION 3. <u>Further Assurances</u>. Agent, at Grantor's sole cost and expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents reasonably acceptable to it and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein.

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IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

KeyBank National Association,

as Administrative Agent

Name Jeff Kalinowski

Title: Sprior Vice President

SCHEDULE A

Trademark Registrations

Title	
UC SYNERGETIC	3838686

State Trademark Registrations

None.

Trademark Applications

None.

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RECORDED: 03/10/2017