# OP \$140.00 20551

ETAS ID: TM431801

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CERBERUS BUSINESS FINANCE, LLC		06/15/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SQUARETWO FINANCIAL CORPORATION	
Street Address:	6300 South Syracuse Way, Suite 300	
City:	Centennial	
State/Country:	COLORADO	
Postal Code:	80111	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Registration Number:	2055196	COLLECT AMERICA	
Registration Number:	2077288	COLLECT AMERICA	
Registration Number:	2030606	COLLECT AMERICA	
Registration Number:	5131266	SQUARETWO FINANCIAL	
Registration Number:	5131267	SQUARETWO	

### **CORRESPONDENCE DATA**

**Fax Number:** 4142974900

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:** 414-271-2400

**Email:** sfelde@foley.com, ipdocketing@foley.com

Correspondent Name: Richard J. McKenna

Address Line 1: 3000 K Street, N.W. Suite 600

Address Line 2: Foley & Lardner LLP

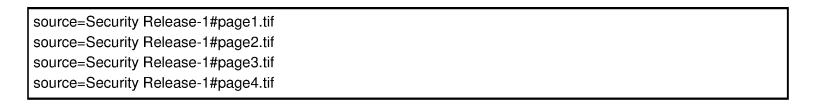
Address Line 4: Washington, D.C. 20007-5109

NAME OF SUBMITTER:	Richard J McKenna	
SIGNATURE:	/R.J. McKenna/	
DATE SIGNED:	06/20/2017	

**Total Attachments: 4** 

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# RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 15<sup>th</sup> day of June, 2017, by CERBERUS BUSINESS FINANCE, LLC, a Delaware limited liability company, as collateral agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Agent"), in favor of SQUARETWO FINANCIAL CORPORATION, a Delaware corporation (the "Obligor").

### WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement in favor of the Agent, dated as of May 24, 2016 (the "Security Agreement"), the Obligor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Obligor executed that certain Assignment for Security - Trademarks, dated as of May 24, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), under which the Obligor pledged, conveyed, sold, assigned, transferred and set over unto the Agent and granted to the Agent a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademark Collateral (the "<u>Security Interest</u>"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 26, 2016 at Reel 5800/Frame 0799;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interest in the Trademark Collateral.

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

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on <u>Schedule A</u> hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark

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application listed on <u>Schedule A</u> hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, discharges and releases to the Obligor the Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interest contemplated hereby.

[signature page follows]

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

CERBERUS BUSINESS FINANCE, LLC, as Agent

By: Same: Fold C

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[Signature Page to Release of Security Interest in Trademarks]

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## **SCHEDULE A**

# **TRADEMARKS**

Jurisdiction	Mark	Registration Number	Registration Date
U.S.	COLLECT AMERICA (Typed Drawing)	2,055,196	4/22/1997
U.S.	COLLECT AMERICA (Eagle Design Plus Words, Letters and/or Numbers)	2,077,288	7/8/1997
U.S.	COLLECT AMERICA (Typed Drawing)	2,030,606	1/14/1997
U.S.	SQUARETWO FINANCIAL	5,131,266	1/31/2017
U.S.	SQUARETWO	5,131,267	1/31/2017

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