## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM471012

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent		04/23/2018	Limited Partnership: 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: 3**

Property Type	Number	Word Mark	
Registration Number:	2426850	ADVERTISING THAT HITS HOME	
Registration Number:	2117868	MAILSOUTH	
Registration Number:	4325875	MSPARK	

#### **CORRESPONDENCE DATA**

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-471	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	04/24/2018	

### **Total Attachments: 4**

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> **TRADEMARK** REEL: 006319 FRAME: 0865

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 23, 2018, Antares Capital LP, 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 April 22, 2016 (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 April 22, 2016 (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 April 22, 2016 (the "Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party, for the benefit of the Secured Parties, the Trademark Collateral (as defined in the Security Agreement) as collateral security for the Secured Obligations of the Grantor to the Secured Parties, including the Trademarks (as defined in the Credit Agreement) 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 April 25, 2016 at Reel 5776, Frame 0861 and July 28, 2016, at Reel 5850, Frame 0099;

WHEREAS, Grantor has requested that Secured Party release its security interest in the 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 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 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 Trademark Collateral.

4. This Trademark Release and Reassignment shall be governed by and construed and interpreted in accordance with the 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

By: Daniel Landis

Its: Authorized Signatory

# 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
MSPARK	MailSouth, Inc.	USPTO	4325875	April 23, 2013

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**RECORDED: 04/24/2018**