# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Termination of Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Capital Financial Services, Inc		06/16/2008	CORPORATION:

## **RECEIVING PARTY DATA**

Name:	Safemark Systems, LP		
Street Address:	2101 Park Center Drive, Suite 125		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	LIMITED PARTNERSHIP:		

Name:	Safemark Acquisitions, Inc			
Street Address:	2101 Park Center Drive, Suite 125			
City:	Orlando			
State/Country:	FLORIDA			
Postal Code:	32835			
Entity Type:	CORPORATION:			

Name:	Safemark Holdings, LLC		
Street Address:	2101 Park Center Drive, Suite 125		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	LIMITED LIABILITY COMPANY:		

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark		
Registration Number:	2723827	SAFEMARK		
		TRADEMARK		

TRADEMARK "
REEL: 003800 FRAME: 0261

Registration Number:	2835038	THE BLUE
Registration Number:	2906460	SAFEDOCK
Serial Number:	78755454	SAFECOM
Registration Number:	2401097	TRAVELERS PROTECTION WARRANTY PLAN
Registration Number:	2381028	TPWP
Serial Number:	76338568	RHS

## CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

phyllis.depaola@weil.com, vigdis.bronder@weil.com,

campbell.austin@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Vigdis Bronder

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	14082.60.J. OSTERMAN	
NAME OF SUBMITTER:	Vigdis Bronder	
Signature:	/Vigdis Bronder/	
Date:	06/20/2008	

#### Total Attachments: 5

source=safemark tm#page1.tif source=safemark tm#page2.tif source=safemark tm#page3.tif source=safemark tm#page4.tif source=safemark tm#page5.tif

TRADEMARK
REEL: 003800 FRAME: 0262

# RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

This RELEASE AND TERMINATION OF PATENT SECURITY AGREEMENT, dated as of June 16, 2008 (this "Release and Termination"), is made and entered into by and among Safemark Systems, LP., a Georgia limited partnership, Safemark Acquisitions, Inc., and Safemark Holdings, LLC, (collectively, the "Grantors") and American Capital Financial Services, Inc., a Delaware corporation, as Agent (the "Secured Party"), in connection with the certain Trademark Security Agreement, dated June 21, 2004 (the "Patent Security Agreement"), which granted in favor of the Secured Party a security interest on certain trademark registrations described completely on Schedule 1 annexed hereto (the "Trademarks"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, the Grantors granted to the Secured Party a lien on and continuing security interest in, and mortgaged, pledged, and hypothecated to the Secured Party, all of such Grantors' right, title and interest in, to and under:

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on <u>Schedule I</u> hereto;
- (b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or diluation of any Trademark or Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark License, (collectively, (a) and (b) are the "Trademark Collateral");and

WHEREAS, the Grantors have requested, and the Secured Party has agreed to release its interest in and to the Trademarks and discharge the Trademark Security Agreement.

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

- 1. The Secured Party hereby terminates the Trademark Security Agreement.
- 2. The Secured Party hereby releases, relinquishes and discharges in its entirety any and all Lien it has on, and security interest it has in, the Trademark Collateral. All rights to the Trademark Collateral hereby revert to the Grantors.

TRADEMARK
REEL: 003800 FRAME: 0263

- 3. The Secured Party hereby agrees, at the expense of the Grantors, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate, record or evidence the release of the Secured Party's security interest in the Trademark Collateral.
- 4. The Secured Party authorizes and requests the United States Patent and Trademark Office to record this Release and Termination against the Trademark Collateral, as applicable.
- 5. This Release and Termination shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to New York choice of law doctrine.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination as of the date first written above.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

Name: Todd Wilson Title: Principal

ACCEPTED AND AGREED, as of the date first set forth above.

SAFEMARK SYSTEMS, LP., SAFEMARK ACQUISITIONS, INC., SAFEMARK HOLDINGS, LLC, as Grantors

Ву:		
Name:	George H. Oelschig	

Title: President

IN WITNESS WHEREOF, the undersigned has executed this Release and Termination as of the date first written above.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

By:\_\_\_\_\_

Name: Todd Wilson Title: Principal

ACCEPTED AND AGREED, as of the date first set forth above.

SAFEMARK SYSTEMS, LP., SAFEMARK ACQUISITIONS, INC., SAFEMARK HOLDINGS, LLC, as Grantors

Name:

George H. Oelscl

Title:

President

## SCHEDULE 1 TO RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

Title	Country	Registration Number	App. Number	Registration Date	Status	Owner
SAFEMARK (STYLIZED)	US	2,723,827	76/419,273	Jun. 10, 2003	Registered	Safemark Systems, LP
THE BLUE	US	2,835,038	76/338,567	Apr. 20, 2004	Registered	Safemark Systems, LP
SAFEDOCK	US	2,906,460	78/278,134	Nov 30,2004	Registered	Safemark Systems, LP
SAFECOM	US	2,906,460	78/755,454		Pending	Safemark Systems, LP
TRAVELERS PROTECTION WARRANTY PLAN	US	2,401,097	75/704,652	Oct. 31, 2000	Canceled for non use 1/20/06	Safemark Systems, LP
TPWP	US	2,381,028	75/707,075	Aug. 29, 2000	Canceled for non use 1/20/06	Safemark Systems, LP
RHS	US		76/338,568 (Intent to Use)		Canceled for non use	Safemark Systems, LP

TRADEMARK
RECORDED: 06/20/2008 REEL: 003800 FRAME: 0267