# CH \$90.00 316037

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM320456

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUFG Union Bank, N.A., f/k/a Union Bank, N.A.		10/15/2014	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Budco Holdings Inc.
Street Address:	13700 Oakland Avenue
City:	Highland Park
State/Country:	MICHIGAN
Postal Code:	48203
Entity Type:	CORPORATION: MICHIGAN
Name:	Brian Unlimited Distribution Company
Street Address:	13700 Oakland Avenue
City:	Highland Park
State/Country:	MICHIGAN
Postal Code:	48203
Entity Type:	CORPORATION: MICHIGAN
Name:	Budco Business to Business, Inc.
Street Address:	13700 Oakland Avenue
City:	Highland Park
State/Country:	MICHIGAN
Postal Code:	48203
Entity Type:	CORPORATION: MICHIGAN
Name:	Budco East Coast LLC
Street Address:	13700 Oakland Avenue
City:	Highland Park
State/Country:	MICHIGAN
Postal Code:	48203
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN
Name:	Novo 1 Holdings, Inc., f/k/a Carepoint Resources, Inc.
Street Address:	4301 Cambridge Road
City:	Fort Worth
State/Country:	TEXAS
900304543	TRADEMARK  PEEL: 005383 FRAME: 041

900304543 REEL: 005383 FRAME: 0415

Postal Code:	76155	
Entity Type:	CORPORATION: DELAWARE	
Name:	Novo 1, Inc.	
Street Address:	4301 Cambridge Road	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	CORPORATION: DELAWARE	
Name:	Novo 1 of Nevada, Inc.	
Street Address:	4301 Cambridge Road	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	CORPORATION: NEVADA	
Name:	Novo 1, Inc.	
Street Address:	4301 Cambridge Road	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	CORPORATION: MONTANA	
Name:	Fort Worth - Novo 1, LLC	
Street Address:	4301 Cambridge Road	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN	
Name:	Access Plus Paging, Inc.	
Street Address:	4301 Cambridge Road	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76155	
Entity Type:	CORPORATION: WISCONSIN	

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3160310	NOVO 1
Registration Number:	3295703	N1
Registration Number:	3328332	TARGET CONNECT

**CORRESPONDENCE DATA** 

TRADEMARK
REEL: 005383 FRAME: 0416

**Fax Number:** 3129021061

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:** 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-735
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	10/17/2014

### **Total Attachments: 4**

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### TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "Trademark Release") is made as of October 15, 2014, by MUFG UNION BANK, N.A., f/k/a Union Bank, N.A., as existing lender (in such capacity, together with its successors and permitted assigns, the "Existing Lender").

### WITNESSETH:

WHEREAS, Existing Lender, on the one hand, and BUDCO HOLDINGS INC., a Michigan corporation, BRIAN UNLIMITED DISTRIBUTION COMPANY, a Michigan corporation, BUDCO BUSINESS TO BUSINESS, INC., a Michigan corporation, BUDCO EAST COAST LLC, a Michigan limited liability company, NOVO 1 HOLDINGS, INC., f/k/a Carepoint Resources, Inc., a Delaware corporation, NOVO 1, INC., a Delaware corporation, NOVO 1 OF NEVADA, INC., a Nevada corporation, NOVO 1, INC., a Montana corporation, FORT WORTH – NOVO 1, LLC, a Wisconsin limited liability company, and ACCESS PLUS PAGING, INC., a Wisconsin corporation (collectively, the "Grantors" and each, a "Grantor"), on the other hand, are parties to that certain Trademark Security Agreement dated as of December 31, 2012 (the "Security Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which Grantors granted to Existing Lender, as collateral security for certain obligations of Grantors to Existing Lender (the "Secured Obligations") a lien on and security interest in all of each Grantor's right, title and interest in and to all of its right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (a) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, renewals, continuations or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and
- (b) all products and Proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 7, 2013 at Reel 4937 Frame 0136; and

WHEREAS, all Secured Obligations have been satisfied;

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Existing Lender hereby terminates the Security Agreement and terminates, cancels and releases its security interest in all of Grantors' right, title and interest in and to the Trademark Collateral.
- 2. Existing Lender hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Grantee, any right, title and interest Grantee may have in and to the Trademark Collateral.

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3. Existing Lender shall, at Grantors' expense, take all further actions, and provide to Grantor, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Trademark Release.

[Signature Page Follows]

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IN WITNESS WHEREOF, Grantee has caused this Trademark Release to be executed as of the day and year first above written.

**MUFG UNION BANK, N.A.**, f/k/a Union Bank, N.A., as Existing Lender

Name:

Title

Trademark Release 101557823

# SCHEDULE A

# U.S. Trademark Registrations

Owner	Trademark	Registration Number	Registration Date
Novo 1 Holdings, Inc.	NOVO I	3,160,310	10/17/2006
Novo 1 Holdings, Inc.	N1	3,295,703	9/18/2007
Brian Unlimited Distribution Company	TARGET CONNECT	3,328,332	11/6/2007

U.S. Trademark Applications

None.

101557823

**RECORDED: 10/17/2014** 

TRADEMARK REEL: 005383 FRAME: 0421