

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 5626 / Frame 0579)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newstar Financial, Inc.		10/04/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Transplace Southeast, LLC		
Street Address:	3010 Gaylord Parkway, Suite 200		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4631606	BLACKBEARD	
Registration Number:	4694550		
Registration Number:	4714901		
Registration Number:	4609420	M33	
Registration Number:	3611051	M33 INTEGRATED SOLUTIONS	
Registration Number:	4605464	MCAP	
Registration Number:	4623958	MPOWER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>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.</i>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		

OP \$190.00 4631606

DATE SIGNED:	10/06/2017
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Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Newstar Financial, Inc.

- Individual(s)
- Partnership
- Corporation- State: Massachusetts
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 4, 2017

- Assignment
- Security Agreement
- Other Release (Reel 5626 / Frame 0579)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Transplace Southeast, LLC

Street Address: 3010 Gaylord Parkway, Suite 200

City: Frisco

State: TX

Country: USA Zip: 75034

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC - Delaware Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.641

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

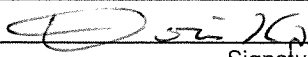
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 5, 2017

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 5, 2017 (the “Effective Date”), is made by NewStar Financial, Inc., in its capacity as agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of September 16, 2015, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Security Agreement (Trademarks), dated as of September 16, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 19, 2015 at Reel/Frame 5626/0579;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**NEWSTAR FINANCIAL, INC., acting in its
capacity as agent for the Lenders**

By: 

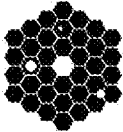
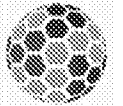
Name: E. Scott Treffry

Title: Managing Director

GRANTOR:

TRANSPLACE SOUTHEAST, LLC

SCHEDULE A

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Transplace Southeast, LLC	BLACKBEARD	86219335	03/12/2014	4631606	11/04/2014
2.	Transplace Southeast, LLC	Design 	86198980	02/20/2014	4694550	03/03/2015
3.	Transplace Southeast, LLC	Design 	86219366	03/12/2014	4714901	04/07/2015
4.	Transplace Southeast, LLC	M33	86198962	02/20/2014	4609420	09/23/2014
5.	Transplace Southeast, LLC	M33 INTEGRATED SOLUTIONS	77387785	02/04/2008	3611051	04/28/2009
6.	Transplace Southeast, LLC	MCAP	86198945	02/20/2014	4605464	09/16/2014
7.	Transplace Southeast, LLC	MPOWER	86199026	02/20/2014	4623958	10/21/2014