# OP \$415.00 2732

# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TD Bank, N.A., as Administrative Agent		101/08/2014	national banking association: UNITED STATES

### RECEIVING PARTY DATA

Name:	Chicken Soup for the Soul Publishing, LLC		
Street Address:	132 East Putnam Avenue		
City:	Cos Cob		
State/Country: CONNECTICUT			
Postal Code:	06807		
Entity Type: LIMITED LIABILITY COMPANY: CONNECTICUT			

### PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark		
Registration Number:	2732536	CHICKEN SOUP FOR LITTLE SOULS		
Registration Number:	3397836	CHICKEN SOUP FOR THE CAT LOVER'S SOUL		
Registration Number:	3397839	CHICKEN SOUP FOR THE DOG LOVER'S SOUL		
Registration Number:	2666777	CHICKEN SOUP FOR THE GOLFER'S SOUL		
Registration Number:	3397841	CHICKEN SOUP FOR THE KITTEN LOVER'S SOUL		
Registration Number:	3397845	CHICKEN SOUP FOR THE PUPPY LOVER'S SOUL		
Registration Number:	2322138	CHICKEN SOUP FOR THE SOUL		
Registration Number:	2140364	CHICKEN SOUP FOR THE SOUL		
Registration Number:	2048194	CHICKEN SOUP FOR THE SOUL		
Registration Number:	3085947	CHICKEN SOUP FOR THE SOUL		
Registration Number:	2365855	CHICKEN SOUP FOR THE TEENAGE SOUL		
Registration Number:	2365854	CHICKEN SOUP FOR THE WOMAN'S SOUL		
Registration Number:	2751191	CHOCOLATE FOR THE ROMANTIC SOUL		
Registration Number:	2721757	TDADEMARK		

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Registration Number:	3780705	CHICKEN SOUP FOR THE SOUL
Registration Number:	3799887	PEOPLEJAM

### **CORRESPONDENCE DATA**

**Fax Number**: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 919 286-8000

Email: PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	036889-33
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	01/16/2014

### Total Attachments: 4

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 8, 2014 ("Release"), is made by **TD BANK**, **N.A.**, as Administrative Agent ("Administrative Agent"), in favor of **CHICKEN SOUP FOR THE SOUL PUBLISHING**, **LLC**, a Connecticut limited liability company ("Grantor").

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of November 18, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement") by and among the Grantor, Administrative Agent, and others party thereto and the Trademark Security Agreement dated as of November 18, 2011 ("Trademark Security Agreement") by and among the Grantor, Administrative Agent, and other Grantors thereto, Grantor granted to the Administrative Agent, for the ratable benefit of itself and the Lenders ("Secured Parties"), a continuing security interest in and lien on all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on November 18, 2011 at Reel 4662 Frame 0844.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

- **SECTION 1.** <u>Defined Terms</u>. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement or Trademark Security Agreement.
- **SECTION 2**. <u>Termination and Release</u>. Administrative Agent, on behalf of the Secured Parties, hereby:
- (a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademarks and Trademark Collateral;
- (b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademarks and Trademark Collateral, including, but not limited to, the foregoing listed on Schedule 1 attached hereto;
  - (c) represents and warrants that it has full authority to execute and deliver this Release; and
  - (d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3.** Further Assurances. Administrative Agent, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks and Trademark Collateral, Administrative Agent will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

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IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

TD BANK, N.A., as Administrative Agent

Name:

Title: VICE

Error! Unknown document property name.

# Schedule I

# Trademarks

		Publication		
		Number /	Registration	
Trademark	Country	Date	Number / Date	Owner
CHICKEN	U.S.	75/918716 /	2732536/	Chicken Soup for the
SOUP FOR		14-Feb-	01-Jul-2003	Soul Publishing, LLC
LITTLE		2000		,
SOULS				
CHICKEN	U.S.	77/227256 /	3397836/	Chicken Soup for the
SOUP FOR		11-Jul-2007	18-Mar-2008	Soul Publishing, LLC
THE CAT				,
LOVER'S				
SOUL		***************************************		
CHICKEN	U.S.	77/227291 /	3397839 /	Chicken Soup for the
SOUP FOR		11-Jul-2007	18-Mar-2008	Soul Publishing, LLC
THE DOG				<b>.</b>
LOVER'S		ALL STATES		
SOUL				
CHICKEN	U.S.	75/655293 /	2666777 /	Chicken Soup for the
SOUP FOR		19-Mar-	24-Dec-2002	Soul Publishing, LLC
THE		1999		
GOLFER'S				
SOUL				
CHICKEN	U.S.	77/227314 /	3397841 /	Chicken Soup for the
SOUP FOR		11-Jul-2007	18-Mar-2008	Soul Publishing, LLC
THE KITTEN				
LOVER'S				
SOUL				
CHICKEN	U.S.	77/227339 /	3397845 /	Chicken Soup for the
SOUP FOR		11-Jul-2007	18-Mar-2008	Soul Publishing, LLC
THE PUPPY				
LOVER'S				
SOUL	<u></u>	<b></b>		
CHICKEN	European	1293646 /	1293646/	Chicken Soup for the
SOUP FOR	Community	31-Aug-	14-Nov-2000	Soul Publishing, LLC
THE SOUL		1999	100000	A11.
CHICKEN	Japan	Hei 11-	4378486/	Chicken Soup for the
SOUP FOR		77929 /	21-Apr-2000	Soul Publishing, LLC
THE SOUL		30-Aug-		
CHICKEN	TT.: ia. i	1999	0105405 /	
CHICKEN	United	2125491 /	2125491 /	Chicken Soup for the
SOUP FOR	Kingdom	03-Mar-	03-Mar-1997	Soul Publishing, LLC
THE SOUL	T 10	1997		
CHICKEN	Indía	759945 /	20-Jun-2006	Chicken Soup for the
SOUP FOR		09-May-		Soul Publishing, LLC

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THE SOUL		1997		
CHICKEN	India	759946 /	20-Jun 2006	Chicken Soup for the
SOUP FOR		09-May-		Soul Publishing, LLC
THE SOUL		1997		
CHICKEN	U.S.	75/305470 /	2322138/	Chicken Soup for the
SOUP FOR		09-Jun-1997	22-Feb-2000	Soul Publishing, LLC
THE SOUL		05 0444 1551	22 100 2000	bour r domaining, LLC
CHICKEN	U.S.	75/194385 /	2140364 /	Chicken Soup for the
SOUP FOR	0.5.	07-Nov-	03-Mar-1998	Soul Publishing, LLC
THE SOUL		1996	03 11111-1998	both I dollaming, DEC
CHICKEN	U.S.	74/636164 /	2048194 /	Chicken Soup for the
SOUP FOR	0.5.	21-Feb-	25-Mar-1997	Soul Publishing, LLC
THE SOUL		1995	23-14141-1997	Sour a nonsming, LLC
CHICKEN	U.S.	76/601393 /	3085947 /	Chicken Soup for the
SOUP FOR	0.5.	08-Jul-2004	25-Apr-2006	Soul Publishing, LLC
THE SOUL		00-341-200-4	23-Apt-2000	Sour Fublishing, LLC
CHICKEN	U.S.	75/588032 /	2365855 /	Chicken Soup for the
SOUP FOR	J.5.	13-Nov-	11-Jul-2000	Soul Publishing, LLC
THE		1998	11-301-2000	bour ruonsining, LLC
TEENAGE		1,7,70		
SOUL				
CHICKEN	U.S.	75/588031 /	2365854 /	Chicken Soup for the
SOUP FOR	0.5.	13-Jan-1998	11-Jul-2000	Soul Publishing, LLC
THE		13-3411-1770	11-341-2000	Sour rubhshing, LLC
WOMAN'S				
SOUL				
CHOCOLATE	U.S.	76/370006 /	2751191/	Chicken Soup for the
FOR THE		12-Feb-	12-Aug-2003	Soul Publishing, LLC
ROMANTIC		2002	121145 2000	Jour Labriding, LEC
SOUL				
HUMAN	U.S.	75/858657 /	2721757 /	Chicken Soup for the
FIGURE AND	,	29-Nov-	03-Jun-2003	Soul Publishing, LLC
HEART		1999		,
LOGO				
CHICKEN	Australia	729026 /	729026 /	Chicken Soup for the
SOUP FOR		04-Mar-	04-Mar-1997	Soul Publishing, LLC
THE SOUL		1997		,
CHICKEN	Canada	840680 /	TMA546,104/	Chicken Soup for the
SOUP FOR		26-Mar-	01-Jun-2001	Soul Publishing, LLC
THE SOUL		1997		
CHICKEN	World	10-Dec-	1020496	Chicken Soup for the
SOUP FOR	Intellectual	2009		Soul Publishing, LLC
THE SOUL	Property Org.			, , , , , , , , , , , , , , , , , , , ,
	(Madrid			
	Protocol)			
CHICKEN	U.S.	09-Feb-	3780705	Chicken Soup for the
SOUP FOR		2010		Soul Publishing, LLC
THE SOUL				5, ~~~
PEOPLEJAM	U.S.	20-Jan-2009	3799887	Chicken Soup for the
ļ <b>1</b>				Soul Publishing, LLC

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