

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		05/27/2014	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	ABG Sinister IP, LLC		
Street Address:	100 WEST 33RD STREET, SUITE 1007		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3816165	S	
Registration Number:	3305654	SINISTER	
Registration Number:	3823577	SINISTER BRAND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly Thomson Reuters/		
DATE SIGNED:	05/29/2014		
Total Attachments: 5			
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TRADEMARK

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REEL: 005290 FRAME: 0941

OP \$90.00 3816165

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of May 27, 2014 (the “Effective Date”), by KeyBank National Association, as administrative agent (in such capacity, the “Administrative Agent”), in favor of ABG Sinister IP, LLC (the “Pledgor”).

WHEREAS, the Pledgor, the other pledgors party thereto and the Administrative Agent entered into a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Pledgor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of June 28, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Pledgor granted to the Administrative Agent a security interest in all right, title and interest of the Pledgor in and to the Collateral (as defined in the Security Agreement) identified in the Trademark Security Agreement including, without limitation, the trademark and service mark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent and Trademark Office on July 25, 2013 at Reel 5078, Frame 0268.

NOW, THEREFORE, for good and valuable consideration, including the complete satisfaction of all indebtedness and other obligations secured by the Trademark Collateral, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, discharges and releases any and all liens and security interests it has in and against the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement.

If and to the extent the Administrative Agent has acquired any right, title or interest in or to any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such right, title and interest to the Pledgor.

The Administrative Agent shall take all further actions, and provide to the Pledgor 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 Pledgor, and at the Pledgor’s cost and expense, to more fully and effectively effectuate the purposes of this Release.

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

KEYBANK NATIONAL ASSOCIATION
as Collateral Agent,

By: 

Name: Ari Deutchman

Title: Vice President

[Signature Page to Release of Trademark Security Agreement]

TRADEMARK
REEL: 005290 FRAME: 0943

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

[see attached]

Trademark	Application No.	Application Date	Registration No.	Registration Date
S	77551935	20-Aug-08	3816165	13-Jul-10
SINISTER	77062491	12-Dec-06	3305654	9-Oct-07
SINISTER BRAND	77551986	20-Aug-08	3823577	27-Jul-10