

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADELEINE L.L.C.		12/18/1998	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	AMREP, INC.		
Street Address:	1310 Seaboard Industrial Boulevard, N.W.		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30318		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2215741	SUPER PURPLE	
Registration Number:	2207592	OPTIMAX	
CORRESPONDENCE DATA			
Fax Number:	4046028850		
<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:	404 888 4040		
Email:	HWATTM@HUNTON.COM		
Correspondent Name:	ERIC J. HANSON C/O HUNTON & WILLIAMS LLP		
Address Line 1:	600 PEACHTREET STREET, NE		
Address Line 2:	BANK OF AMERICA PLAZA		
Address Line 4:	ATLANTA, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	78681.101071		
NAME OF SUBMITTER:	ERIC J. HANSON		
SIGNATURE:	/ERIC J. HANSON/		
DATE SIGNED:	09/15/2014		
Total Attachments: 2			
source=Madeleine LLC release#page1.tif			
source=Madeleine LLC release#page2.tif			

CH \$65.00 2215741

RELEASE

(TRADEMARKS)

This RELEASE (TRADEMARKS) is granted on this 18th day of December, 1998, by MADELEINE L.L.C., located at 450 Park Avenue, 28th Floor, New York, New York 10022 ("Lender"), to AMREP, INC., a Delaware corporation, with its chief executive office and principal place of business at 990 Industrial Park Drive, Marietta, Georgia 30062 (the "Company"), as follows:

WHEREAS, Company and Lender entered into a Trademark Security Agreement dated as of March 24, 1998 recorded in the U.S. Patent and Trademark Office on April 24, 1998 at Reel 1720/Frame 0985;

WHEREAS, pursuant to said Trademark Security Agreement, Company collaterally assigned to Lender and granted to Lender a security interest in all right, title, and interest of Company in and to the Trademarks, as defined in the Trademark Security Agreement, including, but not limited to the U.S. registered trademarks listed on Exhibit A hereto, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of all obligations secured thereby; and

WHEREAS, Company has paid, performed and observed all obligations secured by the Collateral and Lender desires to release its security interest in said Trademarks

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby releases its security interest in all right, title, and interest in the Collateral and reassigns any and all such interests in the Collateral to Company. This release and reassignment is made without representation or warranty, expressed or implied, in any event whatsoever.

IN WITNESS WHEREOF, Lender has caused this RELEASE (TRADEMARKS) to be duly executed by its officer thereunto duly authorized as of the 18th day of December, 1998.

MADELEINE L.L.C.

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 16th day of December, 1998, before me personally appeared _____
Madeline L.L.C. known to me to be the individual who executed the foregoing instrument
and acknowledged to me that he/she executed the same as the duly authorized officer of
Madeleine L.L.C.

Lillian Christine Lynch

LILLIAN CHRISTINE LYNCH
NOTARY PUBLIC, State of New York
No. 31-4868604
Qualified in New York County
Commission Expires 9/30/...