

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		01/06/2017	National Banking Association: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Eliot Management Group, LLC		
Street Address:	100 Throckmorton Street		
Internal Address:	Suite 1800		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2890057	EMG ELIOT MANAGEMENT GROUP	
Registration Number:	3130462	EMG	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	alana.berrocal@friedfrank.com		
Correspondent Name:	Alana Berrocal		
Address Line 1:	1 New York Plaza		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	2092-4 [07565]		
NAME OF SUBMITTER:	Alana Berrocal		
SIGNATURE:	/Alana Berrocal/		
DATE SIGNED:	01/17/2017		
Total Attachments: 4			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”) is made as of January 6, 2017 (“Effective Date”) from Credit Suisse AG, a national banking association, located at Eleven Madison Avenue, New York, NY 10010, in its capacity as Administrative Agent (the “Agent”) in favor of Eliot Management Group, LLC, a Utah limited liability company, located at 100 Throckmorton Street Suite 1800, Fort Worth, TX 76102 (the “Grantor”). All capitalized terms used but not defined herein have the meanings provided or provided by reference in the Trademark Security Agreement (as that term is defined below).

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement dated as of October 12, 2012, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Guarantee and Collateral Agreement”), Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in certain collateral, including Trademarks;

WHEREAS, pursuant to that certain Grant of Second Lien Security Interest in Trademark Rights, dated as of October 12, 2012 (the “Trademark Security Agreement”) between Agent and Grantor, Grantor, by reference to the Second Lien Guarantee and Collateral Agreement, reaffirmed its intent to grant the security interest to the Agent specifically in certain Collateral (as that term is defined in the Trademark Security Agreement); and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2012 at Reel 4888, Frame 0018;

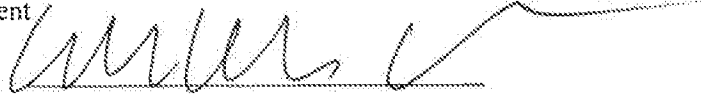
NOW, THEREFORE, without recourse, representation or warranty and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels and releases its security interest in the Collateral, including the Collateral set forth on Schedule A hereto, and any right, title or interest of the Agent in such Collateral shall hereby cease and become void.

The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor and at Grantor’s expense to more fully and effectively effectuate the purposes of this Release. The Agent hereby authorizes and requests that the Commissioner for Patents and Trademarks of the United States Patent and Trademark Office record this Release.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Agent

By: 

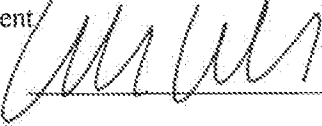
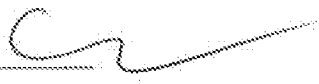
Name: Robert Hetu Whitney Gaston

Title: Authorized Signatory Authorized Signatory

[Signature Page to Release of Trademarks- Second Lien]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Agent

By:  

Name: Robert Hetu Whitney Gaston

Title: Authorized Signatory Authorized Signatory

[Signature Page to Release of Trademarks- Second Lien]

SCHEDULE A

<u>Trademark</u>	<u>Registration or Serial Number</u>
EMG ELIOT MANAGEMENT GROUP (and design)	2,890,057
EMG (standard characters)	3,130,462