

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		02/01/2017	Chartered Bank: OHIO
RECEIVING PARTY DATA			
Name:	Bentley Mills, Inc.		
Street Address:	14641 E. Don Julian Road		
City:	City of Industry		
State/Country:	CALIFORNIA		
Postal Code:	91746		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	4618624	AFIRMA	
Serial Number:	86296514	ALTITUDE	
Serial Number:	86167834	ARCADE LEGEND	
Registration Number:	4581207	BENTLEY	
Serial Number:	86151055	BLACK BOOK	
Registration Number:	4667500	BLAZE	
Serial Number:	86391887	BUZZ WORTHY	
Serial Number:	86249018	CARBON BEACH	
Serial Number:	86458963	COHORT	
Registration Number:	4581414	DRY LAKE	
Registration Number:	3798178	ENCORERC	
Serial Number:	86412134	ENTOURAGE	
Registration Number:	4646111	FARRAGO	
Serial Number:	86296541	FREE PLAY	
Registration Number:	4693071	FULFILL	
Serial Number:	86221277	GAME WIZARD	
Serial Number:	86249021	GROTTO TRAIL	
Serial Number:	86352816	HACKER	
Serial Number:	86499695	HIGH SCORE	

OP \$1340.00 4618624

Property Type	Number	Word Mark
Registration Number:	4577062	HITCHHIKER
Registration Number:	4621282	HOLLYWOOD SEQUEL
Serial Number:	86313786	ILLUMINAIRE
Registration Number:	4621280	KINGS ROAD
Serial Number:	86499679	MAGNETISM
Serial Number:	86352826	MATH CLUB
Serial Number:	86211569	MELROSE DUSK
Serial Number:	86299890	MODERN BLOCK
Registration Number:	4577176	MORRO
Serial Number:	86499697	MULTIPLAY
Serial Number:	86237841	NEW BOHEMIAN
Registration Number:	4667498	NEW GOTHAM
Registration Number:	4667631	REALLY LATE NIGHT TV
Serial Number:	86205349	ROUGH IDEA
Registration Number:	4581415	SALT CREEK
Registration Number:	4667501	SATELLITE CITY
Registration Number:	4577103	SAVAGE JOURNEY
Serial Number:	86451240	SIGHT LINE
Serial Number:	86211571	SOHO DAWN
Serial Number:	86296528	STRATUM
Serial Number:	86352842	SUPERCOMPUTER
Serial Number:	86352846	TECH UPD8
Serial Number:	86296534	TOPOGRAPHY
Serial Number:	86499685	TRANCE
Serial Number:	86237846	TROUBADOUR
Registration Number:	4577175	ULURU
Registration Number:	4621281	URBAN SCENE
Serial Number:	86327476	VERTEX
Serial Number:	86237848	WANDERLUST
Serial Number:	86035788	XTERA
Serial Number:	86419381	ZODIAC
Registration Number:	3073401	BENTLEY PRINCE STREET
Registration Number:	1310199	BENTLEY
Registration Number:	2259160	PRINCE STREET

CORRESPONDENCE DATA

Fax Number: 2063599000

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.

TRADEMARK

REEL: 005979 FRAME: 0733

Phone: 2063593788
Email: pctrademarks@perkinscoie.com
Correspondent Name: Winfield B. Martin
Address Line 1: 1201 Third Avenue, Suite 4900
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 88578-4000

NAME OF SUBMITTER: Winfield B. Martin

SIGNATURE: /Winfield B. Martin/

DATE SIGNED: 02/01/2017

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”), dated as of February 1, 2017, is made by **FIFTH THIRD BANK**, an Ohio banking corporation, for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, “Secured Party”), and is as follows:

WHEREAS, BENTLEY MILLS, INC., a Delaware corporation (“Debtor”), and Secured Party are parties to that certain Trademark Security Agreement dated as of April 27, 2015, which was recorded with the Trademark Division of the United States Patent and Trademark Office (the “USPTO”) on April 30, 2015, in its records at Reel 5507, Frame 0305 (the “Agreement”); capitalized terms used but not defined herein will have the meaning given to them in the Agreement;

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, all of Debtor’s right, title and interest in and to all of the following (the following, being collectively, the “Trademark Collateral”): (a) all of Debtor’s right, title and interest in and to all of its now or in the future owned or existing Trademarks, including, but not limited to the Trademarks listed on Schedule I attached hereto and made a part hereof; (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the Trademark Licenses; (g) together in each case with the goodwill of Debtor’s business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates (a) its security interest in and to, and Lien on and other rights in, to and under the Trademark Collateral and (b) any and all other rights it may have under the Agreement. Secured Party acknowledges that this Release may be filed along with other necessary documentation with the USPTO or any other governmental office to evidence the release granted herein. Secured Party will execute such further documents as reasonably requested by Debtor to confirm and effect this Release; *provided, however*, that any and all such documents shall be prepared, delivered, filed and recorded at Debtor’s expense.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

By: _____


Anne Brooke Kelly, Vice President

SIGNATURE PAGE TO
RELEASE OF TRADEMARK SECURITY AGREEMENT
(Bentley Mills, Inc.)

TRADEMARK
REEL: 005979 FRAME: 0736

SCHEDULE I

U.S. Federally-Registered Trademarks

Trademark	Country	Status	App./Reg. No	App./Reg. Date
AFIRMA	U.S.	Registered	4618624	10/7/2014
ALTITUDE	U.S.	Pending ITU	86/296514	5/30/2014
ARCADE LEGEND	U.S.	Pending ITU	86/167834	1/16/2014
BENTLEY (Stylized)	U.S.	Registered	4581207	8/5/2014
BLACK BOOK	U.S.	Pending ITU	86/151055	12/23/2013
BLAZE	U.S.	Registered	4667500	1/6/2015
BUZZ WORTHY	U.S.	Pending ITU	86/391887	9/11/2014
CARBON BEACH	U.S.	Pending ITU	86/249018	4/10/2014
COHORT	U.S.	Pending ITU	86/458963	11/19/2014
DRY LAKE	U.S.	Registered	4581414	8/5/2014
ENCORERC	U.S.	Registered	3798178	6/8/2010
ENCOURAGE	U.S.	Pending ITU	86/412134	10/1/2014
FARRAGO	U.S.	Registered	4646111	11/25/2014
FREE PLAY	U.S.	Pending ITU	86/296541	5/30/2014
FULFILL	U.S.	Registered	4693071	2/24/2015
GAME WIZARD	U.S.	Pending ITU	86/221277	3/14/2014
GROTTO TRAIL	U.S.	Pending ITU	86/249021	4/10/2014
HACKER	U.S.	Pending ITU	86/352816	7/30/2014
HIGH SCORE	U.S.	Pending ITU	86/499695	1/9/2015
HITCHHIKER	U.S.	Registered	4577062	7/29/2014
HOLLYWOOD SEQUEL	U.S.	Registered	4621282	10/14/2014
ILLUMINAIRE	U.S.	Pending	86/313786	6/18/2014
KINGS ROAD	U.S.	Registered	4621280	10/14/2014
MAGNETISM	U.S.	Pending ITU	86/499679	1/9/2015
MATH CLUB	U.S.	Pending ITU	86/352826	7/30/2014
MELROSE DUSK	U.S.	Pending ITU	86/211569	3/5/2014
MODERN BLOCK	U.S.	Pending	86/299890	6/4/2014
MORRO	U.S.	Registered	4577176	7/29/2014
MULTIPLAY	U.S.	Pending ITU	86/499697	1/9/2015
NEW BOHEMIAN	U.S.	Pending ITU	86/237841	3/31/2014
NEW GOTHAM	U.S.	Registered	4667498	1/6/2015
REALLY LATE NIGHT TV	U.S.	Registered	4667631	1/6/2015
ROUGH IDEA	U.S.	Pending ITU	86/205349	2/26/2014
SALT CREEK	U.S.	Registered	4581415	8/5/2014
SATELLITE CITY	U.S.	Registered	4667501	1/6/2015
SAVAGE JOURNEY	U.S.	Registered	4577103	7/29/2014
SIGHT LINE	U.S.	Pending ITU	86/451240	11/11/2014
SOHO DAWN	U.S.	Pending ITU	86/211571	3/5/2014
STRATUM	U.S.	Pending ITU	86/296528	5/30/2014
SUPER COMPUTER	U.S.	Pending ITU	86/352842	7/30/2014
TECH UPD8	U.S.	Pending ITU	86/352846	7/30/2014
TOPOGRAPHY	U.S.	Pending ITU	86/296534	5/30/2014
TRANCE	U.S.	Pending ITU	86/499685	1/9/2015
TROUBADOUR	U.S.	Pending ITU	86/237846	3/31/2014
ULURU	U.S.	Registered	4577175	7/29/2014

Trademark	Country	Status	App./Reg. No	App./Reg. Date
URBAN SCENE	U.S.	Registered	4621281	10/14/2014
VERTEX	U.S.	Pending ITU	86/327476	7/2/2014
WANDERLUST	U.S.	Pending ITU	86/237848	3/31/2014
XTERA	U.S.	Pending ITU	86/035788	8/12/2013
ZODIAC	U.S.	Pending ITU	86/419381	10/9/2014
BENTLEY PRINCE STREET	U.S.	Registered	3073401	3/28/2006
BENTLEY (Stylized)	U.S.	Registered	1310199	12/18/1984
PRINCE STREET (Stylized)	U.S.	Registered	2259160	7/6/1999