# OP \$215.00 3414019

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM425890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FIRST MERCHANTS BANK, N.A.		05/01/2017	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	MJC ACQUISITION, LLC	
Street Address:	3619 CENTENNIAL DRIVE	
City:	FORT WAYNE	
State/Country:	INDIANA	
Postal Code:	46808	
Entity Type:	Limited Liability Company: INDIANA	

### **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3414019	MATILDA JANE
Registration Number:	3815731	TRUNK KEEPER
Registration Number:	4368488	PLATINUM
Registration Number:	4511848	GOOD HART
Registration Number:	4511849	PAINT BY NUMBERS
Registration Number:	4368485	MATILDA JANE
Registration Number:	4841703	MATILDA JANE
Registration Number:	4841701	MATILDA JANE

### CORRESPONDENCE DATA

**Fax Number:** 2158325619

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.

**Phone:** 215-569-5619

**Email:** PECSENYE@BLANKROME.COM

Correspondent Name: TIMOTHY D. PECSENYE

Address Line 1: BLANK ROME LLP
Address Line 2: ONE LOGAN SQUARE

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: | 074658-17027

TRADEMARK REEL: 006047 FRAME: 0894

900404492

NAME OF SUBMITTER:	Timothy D. Pecsenye	
SIGNATURE:	/Timothy D. Pecsenye/	
DATE SIGNED:	05/02/2017	
Total Attachments: 3		

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### NOTICE OF RELEASE OF SECURITY INTEREST

This Notice of Release of Security Interest (the "Release") is effective as of May 1, 2017, by First Merchants Bank, N.A. ("Lender") under the Amended and Restated Credit Agreement, dated as of July 31, 2014, but effective as of July 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") in favor of MJC Acquisition, LLC, an Indiana limited liability company (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Trademark Security Agreement dated as of July 16, 2012 (the "<u>Trademark Agreement</u>") and the Second Trademark Security Agreement dated as of July 15, 2014 (the "<u>Second Trademark Agreement</u>", and together with the Trademark Agreement, collectively, the "<u>Trademark Agreements</u>") by the Grantor in favor of Lender, the Grantor granted to Lender a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Agreements), including the Trademark Collateral set forth on Exhibit A attached hereto; and

WHEREAS, the Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on July 31, 2012 at Reel/Frame 004836/0171, and the Second Trademark Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on August 6, 2014 at Reel/Frame 005338/0340;

NOW, THEREFORE, intending to be legally bound hereby and in connection with the Credit Agreement and the Trademark Agreements, Lender hereby releases and remits, without any recourse, representation or warranty, the continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the Trademark Collateral, including the Trademark Collateral set forth on Exhibit A attached hereto, granted pursuant to the Credit Agreement and the Trademark Agreements, and hereby authorizes the Grantor or Grantor's authorized representative to record this Release with the United States Patent and Trademark Office as evidence of such release.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Secured Party duly executes this Release, which is effective as of the day and year first written above.

FIRST MERCHANTS BANK, N.A., as Lender

By: David T De Craese

Title: VP

[Signature page to Notice of Release of Security Interest]

# EXHIBIT A

# **TRADEMARKS**

COUNTRY	MARK	REGISTRATION/SERIAL
		NO.
United States	Matilda Jane	3,414,019
United States	Trunk Keeper	3,815,731
United States	PLATINUM stylized registered trademark	4,368,488
United States	GOOD HART standard character registered	4,511,848
	trademark	
United States	PAINT BY NUMBERS standard character	4,511,849
	registered trademark	
United States	MATILDA JANE standard character	4,368,485
	registered trademark	
United States	MATILDA JANE stylized trademark	4,841,703
•	application	85/793,014
United States	MATILDA JANE standard character	4,841,701
	trademark application	85/791,213

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**RECORDED: 05/02/2017**