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#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM433341 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Agreement in Trademarks recorded at Reel

5747/Frame 0055

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as collateral agent		06/30/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Studio IP Holdings LLC
Street Address:	103 Foulk Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4102688	I WILL NOT LOSE
Registration Number:	4756166	TEAM ROC
Registration Number:	4020162	ONE ROCK NATION

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123548113

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:** 212 819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1: 1221 Ave of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1179234-0036
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	06/30/2017

#### **Total Attachments: 4**

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### RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 30th day of June, 2017, by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent Credit Parties (as defined in the Credit Agreement (as defined in the Security Agreement (as defined below))) (in such capacity, together with its successors and assigns, if any, the "Collateral Agent"), in favor of STUDIO IP HOLDINGS LLC, a Delaware limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement by and among IBG Borrower LLC, a Delaware limited liability company (the "Borrower"), the Grantor, the other grantors party thereto and the Collateral Agent dated as of March 7, 2016 (the "Security Agreement"), the Grantor granted to the Collateral Agent for the benefit of the Credit Parties a security interest in certain collateral, including the Copyright Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Confirmatory Trademark Security Agreement, dated as of March 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), under which the Grantor pledged, conveyed, sold, assigned, transferred and set over unto the Collateral Agent, for the benefit of the Credit Parties, and granted to the Collateral Agent, for the Benefit of the Credit Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "<u>Security Interest</u>"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 7, 2016 at Reel 5747/Frame 0055;

WHEREAS, the Borrower has requested, and the Collateral Agent wishes to: (a) terminate, dissolve and release any and all liens and encumbrances respecting, and any and all interests of the Collateral Agent in, the Trademark Collateral; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Borrower has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Grantor's right, title and interest in and to the

trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or adopted and used, in its business (including, without limitation, the trademark registrations and trademark applications listed on Schedule A hereto) (collectively, the "Trademarks"), and all goodwill connected with the use of, and symbolized by, each such Trademark; (b) all proceeds, products, rents and profits of or form any and all of the Trademarks and, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, discharges and releases to the Grantor any and all of its right, title and interest in and to the Trademark Collateral, including the Security Interest, and assigns, transfers and conveys to Grantor any interest in such Trademark Collateral. Collateral Agent acknowledges and agrees that, as a result of this Release, any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Borrower or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary or as Grantor may reasonably request to effect the termination, release, discharge or reassignment to the Grantor of the Security Interest contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent

Name:

Emily Ergang Pap

Title: Associate Counsel

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#### SCHEDULE A

#### **TRADEMARKS**

## SCHEDULE A to TRADEMARK SECURITY AGREEMENT

#### TRADEMARK REGISTRATIONS AND APPLICATIONS

#### Trademarks:

Registered Owner	Mark	App Date	Арр з	Reg Date	Reg #	Status
Studio IF Haldings LLC	i will not lose	10/3/2008	77585645	1/21/2012	4102688	REGISTERED
Studio IP Holdings LLA	TEAMROC	6/21/2011	\$5351977	6/16/2015	4756166	REGISTERED
Studio & Holdings LLC	ONE ROCK NATION & Design	2/4/20(9	77928468	\$/30/2013	4020162	RECESTERED

#### Pending Trademark Applications:

None

RECORDED: 06/30/2017

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