

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		07/03/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Buckingham Asset Management, LLC		
Street Address:	825 Third Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3557579	CLASSIC CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/05/2017		
Total Attachments: 4			
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OP \$40.00 3557579

EXECUTION VERSION

TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this "**Release**"), is entered into as of July 3, 2017 by **BANK OF AMERICA, N.A.**, a national banking association with a place of business at 100 Federal Street, Boston, MA 02110, as administrative agent for certain lenders (the "**Administrative Agent**"), in connection with the release of its security interest in the Trademark Collateral (as defined below) held by BUCKINGHAM ASSET MANAGEMENT, LLC, a Delaware limited liability company with a place of business at 825 Third Avenue, 27th Floor, New York, NY 10022 (the "**Grantor**"), in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, the Grantor had entered into that certain Security Agreement with certain affiliates of the Grantor and the Administrative Agent, dated as of January 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time) (the "**Security Agreement**");

WHEREAS, the Grantor had entered into that certain Trademark Security Agreement with the Administrative Agent, dated as of April 22, 2015 (as amended, restated, supplemented or otherwise modified from time to time) (the "**Trademark Security Agreement**"), which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 28, 2015 at Reel 005505, Frame 0042, for the purpose of providing certain trademarks and trademark applications as collateral security for the payment and performance of certain obligations of the Grantor to the Administrative Agent, including, without limitation, the trademarks and trademark applications set forth on Schedule A attached hereto; and

WHEREAS, the Grantor has paid in full and satisfied its obligations under the Security Agreement, and the Grantor has requested that the Administrative Agent release the entirety of its security interests in and lien on the Trademark Collateral (as defined below);

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

1. Definitions. The term "**Trademark Collateral**", as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature in:

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, then-existing or thereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office ("**USPTO**") or in any similar office or agency of the United States, any State or any other country or any political subdivision thereof, and extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto (the "**Trademarks**");

(b) any and all claims for damages by way of past, present and future infringement of any of the Trademarks;

(c) all licenses or other rights to use any of the Trademarks, and all license fees and royalties arising from such use; and

(d) all income, proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

(collectively, the “**Trademark Collateral**”).

2. Release of Security Interest. The Administrative Agent acknowledges the satisfaction and termination of the security interest granted under the Security Agreement and Trademark Security Agreement and hereby terminates, cancels, releases and discharges all of its security interest in the Trademark Collateral and hereby assigns, grants and conveys to the Grantor all of said Administrative Agent’s right, title and interest in and to the Trademark Collateral.

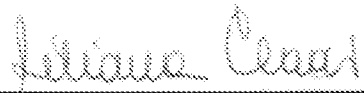
3. Recordation. The Administrative Agent hereby authorizes and requests the governing body of the USPTO to record this Release of the Trademark Collateral.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature Page Follows]

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

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Liliana Claar
Title: Vice President

SCHEDULE A
TRADEMARK REGISTRATIONS

<u>OWNER</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Classic Capital, Inc. Corporation	"CLASSIC CAPITAL" (4) STANDARD CHARACTER MARK	78816230	February 16, 2006	3557579	January 6, 2009

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RECORDED: 07/05/2017

TRADEMARK
REEL: 006098 FRAME: 0869