# CH \$65.00 373920

ETAS ID: TM437440

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		07/27/2017	Banking corporation: OHIO

#### **RECEIVING PARTY DATA**

Name:	Wildcat Minerals LLC
Street Address:	1746 COLE BOULEVARD, #250
City:	LAKEWOOD
State/Country:	COLORADO
Postal Code:	80401
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3739206	WILDCAT MINERALS
Registration Number:	3842619	WILDCAT MINERALS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	67237-30050
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	08/01/2017

#### **Total Attachments: 5**

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 27, 2017, by FIFTH THIRD BANK ("Secured Party") and Wildcat Minerals LLC ("Debtor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to a Patent and Trademark Security Agreement dated as of September 17, 2013 (as amended, restated, amended and restated, modified or supplemented prior to the date hereof, the "Security Agreement"), pursuant to which Debtor pledged, assigned to and granted a Security Interest in certain Trademarks, including the Trademarks set forth on Schedule 1 hereto, to Secured Party as security for certain obligations owing by Debtor and its Affiliates to Secured Party; and

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 13, 2013, at Reel 5173, Frame 0818; and

WHEREAS, Debtor has fulfilled all its respective liabilities, obligations and indebtedness owed to Secured Party under the Loan Agreement and the Security Agreement (other than those certain Surviving Obligations defined and set forth in that certain Payoff Letter, dated as of July 27, 2017, by and among Fifth Third Bank, Debtor and the other Borrowers (as defined and named therein)), and the parties hereto wish to release Secured Party's Security Interest granted to Secured Party pursuant to the Security Agreement, including the Security Interest in the Trademarks and Trademark Collateral (as defined below), and reassign any and all rights in the same to the Debtor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its Security Interest in all of Debtor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) each Trademark, including the Trademarks listed on <u>Schedule 1</u> annexed hereto, together with any registrations, recording and applications thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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- 2. Secured Party hereby reassigns, grants and conveys to Debtor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark.
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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

FIFTH THIRD BANK

By:

Name: Michael Miller Title: Vice President

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WILDCAT MINERALS LLC, a Delaware limited liability company

Name: Mark Smiens

Title: Chief Financial Officer

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# **SCHEDULE 1**

# TRADEMARK REGISTRATIONS

Trademark Description	U.S Serial / Registration No.	Date Registered
WILDCAT MINERALS	3739206	01/19/2010
WILDCAT MINERALS	3842619	08/31/2010

# **APPLICATIONS**

(NONE)

# **COLLECTIVE MEMBERSHIP MARKS**

(NONE)

**UNREGISTERED MARKS** 

(NONE)

Trademark Release and Reassignment ACTIVE 223601459

**RECORDED: 08/01/2017** 

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