# CH \$290.00 8690459

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM439551

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		08/16/2017	Chartered Bank: CANADA

### **RECEIVING PARTY DATA**

Name:	CP Opco, LLC		
Street Address:	901 W. Hillcrest Blvd.		
Internal Address:	c/o Classic Party Rentals		
City:	Inglewood		
State/Country:	CALIFORNIA		
Postal Code:	90301		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark		
Serial Number:	86904592	CLASSIC		
Serial Number:	78967509	CLASSIC PARTY RENTALS		
Serial Number:	78967519	CLASSIC TENTS		
Serial Number:	78968006			
Serial Number:	86904698			
Serial Number:	78967529	DUCKY-BOB'S		
Serial Number:	86905221	ENJOY THE EXPERIENCE		
Serial Number:	86406368	PANACHE		
Serial Number:	86404464	PRIME EVENT GROUP		
Serial Number:	78967963	TRI-RENTALS		
Serial Number:	86404662	UNIQUE TABLETOP RENTALS		

### **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

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:** 3128767708

**Email:** beth.arnold@lw.com

Correspondent Name: Latham & Watkins, Attn. Elizabeth Arnold

Address Line 1: 330 N. Wabash Ave., Ste. 2800

TRADEMARK

900417645 REEL: 006131 FRAME: 0272

Address Line 4: C	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Elizabeth Arnold		
SIGNATURE:	/s/ Elizabeth Arnold		
DATE SIGNED:	08/16/2017		

# **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of August 16, 2017 (this "Release"), is made by BANK OF MONTREAL, as Collateral Agent under the Credit Agreement (as defined below) (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") in favor of CP OPCO, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Borrower"), as follows:

WHEREAS, the Borrower, the other Loan Parties, the Collateral Agent, and the Lenders party thereto entered into that certain Credit Agreement, dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower and Collateral Agent are parties to that certain Guaranty and Security Agreement, dated as of September 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), pursuant to which the Borrower granted a security interest to the Collateral Agent in substantially all of the Borrower's assets, to secure, among other things, its obligations under the Credit Agreement;

WHEREAS, in connection with the Guaranty and Security Agreement, the Borrower and the Collateral Agent entered into (i) that certain Trademark Security Agreement, dated as of September 30, 2014, which was recorded in the Trademark Division of the United States Patent and Trademark Office on October 6, 2014, at Reel 5375, Frame 0360 (the "Initial Trademark Security Agreement"), and (ii) that certain Trademark Security Agreement (First Supplemental Filing), dated as of August 24, 2016, which was recorded in the Trademark Division of the United States Patent and Trademark Office on August 25, 2016, at Reel 5863, Frame 0798, (the "Supplemental Trademark Security Agreement," and together with the Initial Trademark Security Agreement, the "Trademark Security Agreements"), pursuant to which the Borrower granted to the Collateral Agent a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreements), including the trademark registrations set forth in Schedule A attached hereto (collectively, the "Released Collateral"); and

WHEREAS, certain of the Borrower's obligations under the Credit Agreement have been satisfied and certain liens granted under the Guaranty and Security Agreement and the Trademark Security Agreements have been terminated, and the Collateral Agent wishes to terminate and release the entirety of its security interests in the Released Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement, Guaranty and Security Agreement, or Trademark Security Agreements, as applicable.
- 2. <u>Release of Security Interest</u>. The Collateral Agent, without recourse, representation or warranty, and at the Borrower's sole cost and expense, hereby terminates, cancels and releases, in its entirety, for the benefit of the Borrower, and its successors and assigns, the Collateral Agent's security interest in the Released Collateral, and any other right,

title and interest of the Collateral Agent in, to and under the Released Collateral shall hereby terminate, cease and become void.

- 3. <u>Further Assurances</u>. From time to time after the date hereof, upon the Borrower's reasonable request, the Collateral Agent agrees to provide the Borrower with any information and additional authorization and documentation necessary to effect the release of the Collateral Agent's security interest in the Released Collateral (without recourse, representation or warranty and at the Borrower's sole cost and expense).
- 4. <u>Delivery by Facsimile or Electronic Transmission</u>. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed counterpart of this Release.
- 5. <u>Governing Law</u>. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles thereof.

[Signature page follows]

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IN WITNESS WHEREOF, the party below has executed this Release as of the date first written above.

BANK OF MONTREAL,

as Collateral Agent

Name: Muchelle

Title: Director

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

# SCHEDULE A

# Released Collateral

Mark	Serial No.	Filing Date	Registration	Registration
Classic	96004502	2/11/16	<b>No.</b> 5045184	<b>Date</b> 9/20/16
·	86904592			
Classic Party Rentals	78967509	9/5/06	3440805	6/3/08
Classic Tents	78967519	9/5/06	3440806	6/3/08
Diamond (design)	78968006	9/6/06	3440809	6/3/08
Diamond (design)	86904698	2/11/16	5045191	9/20/16
Ducky-Bob's	78967529	9/5/06	3440807	6/3/08
Enjoy the Experience	86905221	2/11/16	5045230	9/20/16
Panache	86406368	9/25/14	4879489	1/5/16
Prime Event Group	86404464	9/24/14	4857747	11/24/15
Tri-Rentals	78967963	9/6/06	3440808	6/3/08
Unique Tabletop Rentals	86404662	9/24/14	4747103	6/2/15

**RECORDED: 08/16/2017**