

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM443469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP PARIBAS, as collateral agent		09/15/2017	Limited Liability Banking Company: FRANCE
RECEIVING PARTY DATA			
Name:	THE ENGINE GROUP LIMITED		
Street Address:	60 Great Portland Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1W 75T		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85491095	CALLING BRANDS	
Serial Number:	85490017	CALLING BRANDS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Amanjot Kaur		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86700.8		
NAME OF SUBMITTER:	Amanjot Kaur		
SIGNATURE:	/Amanjot Kaur by trademarkny/		
DATE SIGNED:	09/18/2017		
Total Attachments: 5			
source=Engine - Release of Intellectual Property (The Engine Group - Trademarks) (Executed)#page1.tif			

CH \$65.00 85491095

source=Engine - Release of Intellectual Property (The Engine Group - Trademarks) (Executed)#page2.tif
source=Engine - Release of Intellectual Property (The Engine Group - Trademarks) (Executed)#page3.tif
source=Engine - Release of Intellectual Property (The Engine Group - Trademarks) (Executed)#page4.tif
source=Engine - Release of Intellectual Property (The Engine Group - Trademarks) (Executed)#page5.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the “Release”) is made as of September 15, 2017, by **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”), in favor of **THE ENGINE GROUP LIMITED** (the “Chargor”).

W I T N E S S E T H

WHEREAS, pursuant to that certain Security Agreement, dated as of September 5, 2014, by and between Chargor and Collateral Agent (the “Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Security Agreement), the Chargor granted the Collateral Agent a security interest in and continuing lien on all of Chargor’s right, title and interest in, to and under the Material Intellectual Property, including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto (the “Trademark Security Interest”);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on September 19, 2014 at Reel 5365, Frame 0814;

WHEREAS, the Chargor has satisfied in full the terms of the Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

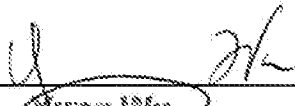
NOW THEREFORE, for good and valuable consideration previously tendered by the Chargor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

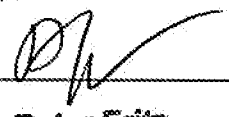
1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Chargor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Material Intellectual Property (including, without limitation, the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
3. At the request and sole expense of Chargor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 
Name: Yung Wu
Title: Vice President

By: 
Name: Peter Fritz
Title: Vice President

[Release of Security Interest in Intellectual Property]

TRADEMARKS

Proprietor	Trademark	Class(es)	Registration Number	Jurisdiction
The Engine Group Limited	Engine	35,42	2392859	United Kingdom
The Engine Group Limited	Engine	40,41,42,45	2444854	United Kingdom
The Engine Group Limited	Engine Business	35,36,45	2515903	United Kingdom
The Engine Group Limited	Calling Brands	9, 16, 35, 38, 41, 42	10476026	Community Trademark
The Engine Group Limited	Calling Brands	9, 16, 35, 38, 41, 42	10385755	Community Trademark
The Engine Group Limited	Engine	35,42	4457891	Community Trademark
The Engine Group Limited	Calling Brands	42	10322962	China
The Engine Group Limited	Calling Brands	35	10322965	China
The Engine Group Limited	Calling Brands	9	10322967	China
The Engine Group Limited	Calling Brands	38	10322964	China
The Engine Group Limited	Calling Brands hao ling	35	10322147	China
The Engine Group Limited	Calling Brands hao ling	9	10322149	China
The Engine Group Limited	Calling Brands hao ling	16	10322148	China

Proprietor	Trademark	Class(es)	Registration Number	Jurisdiction
The Engine Group Limited	Calling Brands hao ling	38	10322146	China
The Engine Group Limited	Calling Brands	41	10322963	China
The Engine Group Limited	Calling Brands	16	10322966	China
The Engine Group Limited	Calling Brands hao ling	41	10322145	China
The Engine Group Limited	hao ling	42	10322950	China
The Engine Group Limited	hao ling	41	10322951	China
The Engine Group Limited	hao ling	35	10322959	China
The Engine Group Limited	hao ling	9	10322961	China
The Engine Group Limited	hao ling	16	10322960	China
The Engine Group Limited	hao ling	38	10322958	China
The Engine Group Limited	Calling Brands	9, 16, 35, 38, 41, 42	302077191	Hong Kong
The Engine Group Limited	hao ling Calling Brands	9, 16, 35, 38, 41, 42	302111101	Hong Kong
The Engine Group Limited	hao ling hao ling	9, 16, 35, 38, 41, 42	302111093	Hong Kong

Other Intellectual Property

Proprietor	Trademark	Class(es)	Application Number	Filing Date	Jurisdiction
The Engine Group Limited	Calling Brands Ho Ling	9, 16, 35, 38, 41, 42	85491095	8 Dec 2011	United States
The Engine Group	Calling	9, 16, 35,	85490017	7 Dec 2011	United States

Proprietor	Trademark	Class(es)	Application Number	Filing Date	Jurisdiction
Limited	Brands	38, 41, 42			
The Engine Group Limited	Engine	35, 41, 42	56477/2014	2 June 2014	Switzerland
The Engine Group Limited	Design Only	42	10322144	19 Dec 2011	China