

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449340

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release and Reassignment of Security Interest in Trademark Rights Recorded at Reel 5197, Frame 0691		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/01/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CPA Global (FIP) LLC (f/k/a FoundationIP, LLC)		
Street Address:	900 2nd Avenue, Suite 600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3255180	FOUNDATIONIP PART OF THE CPA GROUP	
Registration Number:	2730627	FOUNDATIONIP	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	4455735-0016-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	11/01/2017		
Total Attachments: 4			
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RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Release”), effective as of November 1, 2017, is given by **JPMORGAN CHASE BANK, N.A.**, a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent for the Secured Parties (as defined in the Collateral Agreement) (“Agent”, which expression shall include its successors, assigns and transferees) in favor of **CPA Global (FIP) LLC (f/k/a FoundationIP, LLC)**, a Delaware limited liability company, with an address at 900 2nd Avenue, Suite 600, Minneapolis, MN 55402 (“Grantor”), as follows:

WITNESSETH

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of December 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders (as defined in the Credit Agreement) have agreed to extend credit to the Borrower (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain First Lien U.S. Security Agreement, dated as of December 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) and granted to the Agent, for the benefit of the Agent and each other Secured Party (as defined in the Collateral Agreement), a security interest in and mortgage on, and pledged and assigned to the Agent, all personal property and general intangibles of the Grantor including all right, title and interest of the Grantor in, to and under all Intellectual Property owned or thereafter acquired by the Grantor including the Intellectual Property Collateral (as defined below) (the “Trademarks Collateral”) to secure the Secured Obligations (as defined in the Collateral Agreement);

WHEREAS, in furtherance of the Collateral Agreement, the Grantor executed an Intellectual Property Security Agreement Supplement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated December 3, 2013 (the “Trademark Security Agreement”), pursuant to which Grantor granted and reaffirmed its prior grant pursuant to the Collateral Agreement of a continuing security interest in and to all of the Grantor’s right, title and interest in, to and under the Intellectual Property Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded by the U.S. Patent and Trademark Office on January 21, 2014, at Reel / Frame no. 5197 / 0691; and

WHEREAS, the Agent has agreed to release its security interest in, and reassign any and all right, title and interest in, to and under the Trademarks Collateral to the Grantor and to terminate the encumbrance created by the Trademark Security Agreement and the Collateral Agreement in respect of the Trademarks Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. The Agent hereby terminates, releases, cancels, relinquishes and discharges the security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks Collateral including without limitation:
 - a. each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule A hereto, and all of the goodwill of the business connected to the use of, or symbolized by, each Trademark;

- b. each Trademark License (as defined in the Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- c. all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule A hereto) or the goodwill associated with any of the foregoing; and
- d. all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule A hereto),

each as created by the Trademark Security Agreement and the Collateral Agreement.

2. The Agent hereby reassigns, grants and conveys any and all right, title and interest it has in and to the Trademarks Collateral to the Grantor.
3. To the extent applicable, Agent hereby authorizes and requests that the U.S. Patent and Trademark Office note and record this Release against all Trademarks Collateral, including the Trademark registrations and applications referred to in Schedule A.
4. Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.
5. This Release may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Release.
6. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE GRANTOR'S AND THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

IN WITNESS WHEREOF, the undersigned, by and through its authorized officer, has caused this Release to be executed under seal on the date first written above.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: F. Mustafa
Name:

Authorised Signatory
Fatma Mustafa
Associate

[Signature Page – Trademark Release (Foundation IP, LLC)]

TRADEMARK
REEL: 006194 FRAME: 0802

SCHEDULE A

Trademarks

<u>Country</u>	<u>Trademark number</u>	<u>Mark & Class</u>	<u>Current recorded owner</u>	<u>Expiration Date</u>
Australia	1114991	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
Korea	41-2006-17650	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
Mexico	791532	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	22 May 2016
USA	3255180	FOUNDATIONIP PART OF CPA GROUP Design Logo	FoundationIP, LLC	26 June 2017
USA	2730627	FOUNDATIONIP (Wordmark) 09	FoundationIP, LLC	24 June 2013
USA	3255180	FOUNDATIONIP PART OF CPA GROUP Design Logo 42	FoundationIP, LLC	26 June 2017
China	5444948	FOUNDATIONIP PART OF CPA GROUP Design Logo 42	FoundationIP, LLC	06 June 2020