

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		11/08/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Red Ventures, LLC		
Street Address:	1101 Red Ventures Drive		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29707		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4167534	RED VENTURES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	11/08/2017		
Total Attachments: 5			
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OP \$40.00 4167534

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fifth Third Bank

- Individual(s)
- Partnership
- Corporation- State: OH
- Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2017

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Red Ventures, LLC

Street Address: 1101 Red Ventures Drive

City: Fort Mill

State: SC

Country: USA Zip: 29707

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other LLC Citizenship USA-NC

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4167534

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera

Signature

November 8, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release") dated as of November 8, 2017 is made by **FIFTH THIRD BANK**, an Ohio banking corporation, as Administrative Agent ("Administrative Agent") for the Lenders, and is as follows:

WHEREAS, pursuant to the terms of a Collateral Agreement, dated as of June 10, 2011 (the "Collateral Agreement"), **RED VENTURES, LLC**, a North Carolina limited liability company ("Grantor"), and Administrative Agent are parties to that Trademark Security Agreement, dated as of February 22, 2013 (the "Agreement"), which was recorded with the United States Patent and Trademark Office on February 22, 2013 in its records at Reel 4968, Frame 0533; capitalized terms used but not defined herein will have the meaning given to them in the Collateral Agreement;

WHEREAS, pursuant to the Agreement, by reference to the Collateral Agreement, the Grantor granted, pledged and collaterally assigned to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under, whether then-existing or thereafter arising or acquired: (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A; (ii) each Trademark License, including without limitation, each Trademark License described on Schedule B; (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and (iv) all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, Administrative Agent desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby fully and finally terminates, releases and discharges (i) its security interest and other rights in, to and under, whether presently existing or hereafter arising or acquired, the Trademark Collateral and (ii) any and all other rights it may have under the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first written above.

FIFTH THIRD BANK

By: Jodie R. Ayres
Name: Jodie R. Ayres
Title: Vice President

SCHEDULE A
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date Allowed
RED VENTURES®	4167534	July 3, 2011

SCHEDULE B
TRADEMARK LICENSES

None.