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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM452223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks Previously Recorded at Reel/Frame (5978/0309)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., as Collateral Agent		11/22/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	INVNT, LLC	
Street Address:	295 Lafayette Street	
Internal Address:	7th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10012	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4889786	INVNT CHANGE THE WAY PEOPLE THINK, FEEL,

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3222
Email: jmull@stblaw.com
Correspondent Name: Alexander Raytman
425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	017670/0101
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	11/27/2017

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL

RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK COLLATERAL, dated as of November 22, 2017 (this "Release") is made by CITIBANK, N.A., located at 1615 Brett Road, Building III New Castle, DE 19720, as Collateral Agent for the Secured Parties (the "Collateral Agent"), in favor of INVNT, LLC, a Delaware limited liability company, located at 295 Lafayette Street, 7th Floor, New York, NY 10012.

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of May 29, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Credit Agreement, dated as of April 24, 2014 (as amended and restated by the First Amendment, dated as of October 11, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), INVNT, LLC pledged to the Collateral Agent for the benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in certain collateral, including the U.S. registered trademarks set forth on Schedule A hereto (together with all of the goodwill associated therewith, the "Released Collateral");

WHEREAS, pursuant to that certain Trademark Security Agreement (Short-Form), dated as of January 23, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), among the Collateral Agent and the Grantors thereunder, INVNT, LLC, by reference to the Security Agreement, granted a security interest to the Collateral Agent in all of its right, title and interest in or to certain Trademark Collateral (as defined in the Trademark Security Agreement), including the Released Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office (the "**USPTO**") on January 26, 2017 at Reel/Frame 5978/0309;

WHEREAS, the Collateral Agent now desires to release the entirety of its security interest in the Released Collateral, and solely the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms of this Release, the Collateral Agent hereby states as follows:

Section 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Trademark Security Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 2. <u>Termination of Security Interest</u>. The Collateral Agent on behalf of the Secured Parties, hereby releases its security interest in the Released Collateral. For clarity, the Collateral Agent's security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule II to the Trademark Security Agreement) other than the Released Collateral shall remain in full force and effect.

Section 3. <u>Further Assurances</u>. Pursuant to <u>Section 11.09</u> of the Credit Agreement, at the request of the Borrower (and at the Borrower's expense), the Collateral Agent shall record this

Release with the USPTO to evidence the termination of any security interest of the Collateral Agent in the Released Collateral, and solely with respect to the Released Collateral, and shall take such actions as reasonably requested by the Borrower, at the Borrower's expense, to make of record or otherwise confirm the release and/or termination of any security interest in, to or under the Released Collateral, but solely with respect to the Released Collateral.

Section 4. <u>Governing Law.</u> The terms of <u>Section 10.15</u> of the Credit Agreement with respect to governing law are incorporated herein by reference.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A. As Collateral Agent

Name: Keith Lukasavich

Title: Managing Director and Vice President

<u>Schedule A – Released Collateral</u>

Registered Owner	<u>Mark</u>	Registration Number
inVNT LLC	INVNT CHANGE THE WAY PEOPLE THINK, FEEL,	4,889,786

RECORDED: 11/27/2017