

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMO Harris Bank N.A., as Administrative Agent		01/25/2018	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	One Sixty Over Ninety, LLC		
Street Address:	1 South Broad Street, Floor 10		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2699424	ONESIXTYOVERNINETY	
CORRESPONDENCE DATA			
Fax Number:	3102466779		
<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:	310-246-8512		
Email:	sxie@omm.com		
Correspondent Name:	Steven Xie, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	1999 Avenue of the Stars, 8th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	0897119-002		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	01/25/2018		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “*Release*”) dated January 25, 2018 by BMO HARRIS BANK N.A., as Agent (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for each Lender as defined in the Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the “*Agent*”);

WITNESSETH:

WHEREAS, One Sixty Over Ninety, LLC, a Delaware limited liability company (“*Debtor*”) with its principal place of business and mailing address at 1 South Broad Street, Floor 10, Philadelphia, Pennsylvania 19107 and Agent were parties to a certain Trademark Collateral Agreement dated March 3, 2017 between Debtor and Agent (the “*Trademark Collateral Agreement*”), which was recorded in the United States Patent and Trademark Office on March 13, 2017 at Reel 006006, Frame 0195 (the “*Agreement*”), pursuant to which Debtor granted to Agent for the benefit of the Lenders, a continuing security interest in, among other things, the Trademark Collateral (as defined below); and

WHEREAS, Debtor has requested that Agent release its security interests in the Trademark Collateral and reassign the same to Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Release of Security Interest. Agent hereby releases its security interests in, and hereby reassigns, grants and conveys to Debtor, without any representation, warranty, recourse or undertaking by Agent, all of its right, title and interest, if any, in and to the following (collectively, the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages.

2. Termination. Agent, without any representation, warranty or recourse, hereby terminates and cancels the Trademark Collateral Agreement.

3. Further Assurances. Agent hereby authorizes Debtor or Debtor's authorized representative to (i) record this Release with the U.S. Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. Agent further agrees to execute and deliver to Debtor any and all further documents and instruments, and do any and all further acts which Debtor (or its agents or designees) reasonably requests (at Debtor's sole cost and expense) in order to confirm this Release and Debtor's right, title and interest in, to and under the Trademark Collateral.

4. Choice of Law. This Release shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of laws principles that would require application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BMO HARRIS BANK N.A., as Agent

By Pauline Christopher
Name Pauline Christopher
Title Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

MARK	COUNTRY	STATUS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	PRESENT OWNER
ONESIXTYOVERNINETY	United States	Registered	76210347	02/15/01	2699424	03/25/03	One Sixty Over Ninety, Inc.