# CH \$190.00 157802

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459859

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPX FUND IV, L.P.		10/17/2017	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	COLOR COMMUNICATIONS, INC.
Street Address:	4000 WEST FILLMORE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60624
Entity Type:	Corporation: ILLINOIS

## **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1578027	"WE MAKE COLOR SELL"
Registration Number:	2528869	CCI
Registration Number:	1059556	CCI
Registration Number:	1442401	COLOR COMMUNICATIONS
Registration Number:	2547936	COLOR TAC
Registration Number:	1766904	
Registration Number:	1765359	WATER COLORS

## **CORRESPONDENCE DATA**

Fax Number:

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:** 312-577-8574

**Email:** humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	383318-00001
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/

TRADEMARK REEL: 006259 FRAME: 0780

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DATE SIGNED:	01/29/2018	
Total Attachments: 3		
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TRADEMARK
REEL: 006259 FRAME: 0781

# TERMINATION AND RELEASE OF SENIOR SECURED SUBORDINATED TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF SENIOR SECURED SUBORDINATED TRADEMARK SECURITY AGREEMENT ("Termination and Release") dated as of October 17, 2017, is made by CapX Fund IV, L.P. ("Lender") to Color Communications, Inc. ("Borrower"). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (defined below) or the Loan Agreement (defined below), as applicable.

#### WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Subordinated Loan and Security Agreement dated as of March 29, 2013, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Borrower and Lender, the Borrower executed that certain Senior Secured Subordinated Trademark Security Agreement, dated as of March 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on April 3, 2013 at Reel 4997 Frame 0048, pursuant to which Borrower granted a security interest to Lender, in Borrower's Trademarks, including certain trademarks and/or trademark applications listed on Schedule A attached hereto and made a part hereof.

WHEREAS, Lender now desires to terminate and release its security interest in the Trademarks and reassign any and all rights, title, and interest in the same to Borrower;

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

- 1. Lender hereby releases its security interest in all of Borrower's right, title and interest in and to the Trademarks, including those set forth on Schedule A.
- 2. If and to the extent that Lender has acquired any right, title or interest in or to any of the Trademarks, Lender hereby reassigns, grants and coveys to Borrower, without any representation, warranty, recourse or undertaking by Lender, any and all of Lender's right, title, and interest in and to the Trademarks, along with any goodwill in the Trademarks that Lender may have acquired.

[signature page follows]

TRADEMARK
REEL: 006259 FRAME: 0782

IN WITNESS WHEREOF, Lender has caused this Termination and Release to be duly executed and delivered as of the date first written above.

CAPX FUND IV, L.P.

By: CapX Fund IV GP, LLC, its General Partner

By: CAPX Management Corp., its Manager

By: \_\_\_\_

Name: James N. Hallene Title: Vice President

## **SCHEDULE A**

# **TRADEMARK REGISTRATIONS**

Trademark Description	<u>U.S.</u> Serial/Registration No.	Filling Date	Registration Date
WE MAKE COLOR SELL	1,578,027	October 24, 1988	January 16, 1990
CCI	2,528,869	April 5, 1999	January 15, 2002
CCI (Stylized)	1,059,556	March 24, 1976	February 15, 1977
COLOR COMMUNICATIONS	1,442,401	April 24,1986	June 9, 1987
COLOR TAC	2,547,936	July 29, 1999	March 12, 2002
FISH Design	1,766,904	July 10, 1991	April 20, 1993
WATER COLORS	1,765,359	July 10, 1991	April 13, 1993

# TRADEMARK APPLICATIONS

None

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**RECORDED: 01/29/2018** 

TRADEMARK REEL: 006259 FRAME: 0784