

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474018

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Van Wagner Sports & Entertainment, LLC		04/18/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BRC Group LLC		
Street Address:	180 Harbor Drive, Suite 205		
City:	Sausalito		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3645210	ALIANZA DE FUTBOL HISPANO	
Registration Number:	3741769	ALIANZA DE FUTBOL HISPANO	
CORRESPONDENCE DATA			
Fax Number:	4154485010		
<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>			
Email:	bcarruth@twsglaw.com		
Correspondent Name:	Beverly A Carruth		
Address Line 1:	3950 Civic Center Drive		
Address Line 4:	San Rafael, CALIFORNIA 94903		
NAME OF SUBMITTER:	Beverly A. Carruth		
SIGNATURE:	/s/ Beverly A. Carruth		
DATE SIGNED:	05/15/2018		
Total Attachments: 5			
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EP 385.00 3675210

TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Release") dated April 18, 2018, by and between Van Wagner Sports & Entertainments, LLC, a New York limited liability company (the "Secured Party") and BRC Group, LLC a Delaware limited liability company, formerly a California limited liability company ("BRC"), individually and on behalf of its subsidiaries and affiliates.

WHEREAS, Secured Party, BRC, and Alianza de Futbol LLC, a Texas limited liability company ("Alianza") entered into the Settlement Agreement to resolve claims, defenses, and counterclaims asserted in the litigation captioned Van Wagner Sports & Entertainment, LLC v. BRC Group, LLC (S.D.N.Y), Index No. 09-cv-4669 ("Settlement Agreement").

WHEREAS, pursuant to the terms of the Settlement Agreement, and in order to secure BRC's, Alianza's and their subsidiaries' (collectively, "BRC Entities") obligations under the Settlement Agreement, the BRC Entities entered into an Intellectual Property Security Agreement, dated January 21, 2010 and recorded with the U.S. Patent and Trademark Office (the "USPTO") on January 27, 2010 at Trademark Reel 004138 and Frame 0227 ("Security Agreement"), pursuant to which BRC Entities granted to the Secured Party a security interest in all intellectual property of BRC Entities relating to Copa Alianza and/or annual soccer tournament and clinics, sponsored or held by BRC Entities, including the intellectual property set forth in Exhibit A attached to this Release ("Intellectual Property").

WHEREAS, pursuant to Section 7.7 of the Security Agreement, when the Secured Obligations (as defined in the Security Agreement) have been indefeasibly paid and performed in full and after the termination of the commitments of the Secured Party under the Settlement Agreement, the Security Agreement shall terminate, and the Secured Party, shall execute and deliver all reasonably requested documents evidencing the termination of the Security Agreement.

WHEREAS, prior to the date hereof, BRC Entities fulfilled all of their obligations under the Settlement Agreement, and therefore the Security Agreement automatically terminated in accordance with its terms.

WHEREAS, the Secured Party has agreed to execute and deliver this Release in order to evidence such termination of the Security Agreement and confirm the release of its security interest in the Collateral (as defined in the Security Agreement), including the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and BRC hereby agree as follows:

1. **Release and Assignment.** The Secured Party hereby acknowledges the termination of the Security Agreement and the release of the Secured Party's security interest in and lien on any and all of the Collateral. For the avoidance of doubt, the Secured Party further assigns and transfers to BRC, without recourse, all of the Secured Party's right, title, and interest (if any) in and to all of the Collateral.

2. **Acknowledgment and Acceptance.** BRC hereby acknowledges and accepts the foregoing release and assignment by the Secured Party.

3. **Recordation with USPTO.** The Secured Party requests that the USPTO record this Release and in connection therewith authorizes Thompson, Welch, Soroko & Gilbert LLP to file this Release on

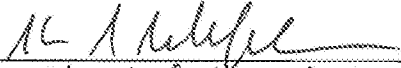
the Secured Party's behalf with the USPTO and to take all further actions necessary to effect the foregoing.

4. **Representations and Warranties.** Each party represents and warrants that: (i) it has the power and authority to enter into and perform this Release, and (ii) no consents are required in order to terminate their rights and obligations under the Security Agreement.

5. **Miscellaneous.** This Release is the complete and exclusive statement of the agreement between the parties and supersedes all other prior agreements, oral or written, and all other communications between the parties relating to the subject matter set forth in this Release. This Release may be executed by one or more of the parties to this Release on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Release may be delivered by facsimile transmission of the relevant signature pages hereof.

IN WITNESS WHEREOF, BRC and the Secured Party have caused this Release to be duly executed and delivered as of the date first written above.

VAN WAGNER SPORTS &
ENTERTAINMENT, LLC

By: 
Name: Stephen J Pfeiffer
Title: Executive Vice President + Board Counsel

BRC GROUP LLC, on its own behalf and on
behalf of its subsidiaries and affiliates

By: _____
Name: _____
Title: _____

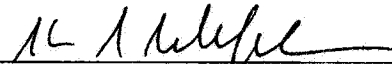
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VAN WAGNER SPORTS &
ENTERTAINMENT, LLC

By: 
Name: Stuart S. Metzger
Title: Executive Vice President + General Counsel

BRC GROUP LLC, on its own behalf and on
behalf of its subsidiaries and affiliates

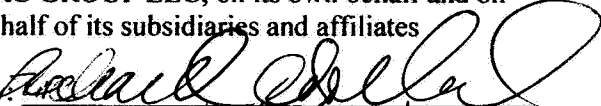
By: 
Name: RICHARD CAPETANI
Title: MANAGING PARTNER

Exhibit A

www.alianzadefutbol.net

www.brcgrp.com

Alianza de Futbol

Alianza de Futbol Hispano, US Trademark Registration No. 3645210, Application No. 77633542 (International Class 41)

Copa Alianza

Alianza sub 16

Copita Alianza

BRC Group

Team Roster Information



Trademark Registration Pending, Application No. 77633522
(International Class 41).

