

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		05/18/2018	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	IMG Worldwide, LLC		
Street Address:	1360 East 9th Street, Suite 100		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1245570		
Registration Number:	3781517	FASHION FRINGE	
Serial Number:	77906173	FASHION WEEKEND	
Registration Number:	4032335	FASHION WEEK JR	
Registration Number:	3659300	FASHIONWEEKLIVE	
Registration Number:	3396754	FASHIONWEEKLIVE	
Registration Number:	4237953	FASHION WEEK LIVE	
Registration Number:	3661703	FASHION WEEK SWIM	
Registration Number:	3986709	ICON ENGINEERING	
Registration Number:	2393457	IMG ACADEMIES	
Registration Number:	1232130	IMG	
Registration Number:	2399903	IMG MODELS	
Registration Number:	3399867	IMG	
Registration Number:	3745920	IMG PERFORMANCE INSTITUTE	
Registration Number:	3745921	IMG PERFORMANCE INSTITUTE	
Registration Number:	1668761	IMG	
Registration Number:	2333751	IMG	
Registration Number:	3301196	TENNIS WEEK	
Registration Number:	2832021	US OPEN OF SURFING	
TRADEMARK			

OP \$515.00 1245570

Property Type	Number	Word Mark
Registration Number:	2136964	WORLD MATCH PLAY CHAMPIONSHIP
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:	05/21/2018	
Total Attachments: 4		
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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS
(SECOND LIEN)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), dated as of May 18, 2018 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of IMG Worldwide, LLC (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of May 6, 2014, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of May 6, 2014, (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on: May 13, 2014 at Reel/Frame 5278/0864;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of the Collateral Agent’s security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns any and all such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Release.
5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned as Collateral Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests on this [] day of May 2018.

BARCLAYS BANK PLC,
as Collateral Agent

By: 

Name: Chris Walton
Title: Director

[Signature Page to Release of Security Interests]

TRADEMARK
REEL: 006333 FRAME: 0554

SCHEDULE A

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	IMG Worldwide, Inc.	Diamond Design	1,245,570
2.	IMG Worldwide, Inc.	FASHION FRINGE	3,781,517
3.	IMG Worldwide, Inc.	FASHION WEEKEND	77/906,173
4.	IMG Worldwide, Inc.	FASHION WEEK JR	4,032,335
5.	IMG Worldwide, Inc.	FASHIONWEEKLIVE	3,659,300
6.	IMG Worldwide, Inc.	FASHIONWEEKLIVE	3,396,754
7.	IMG Worldwide, Inc.	FASHION WEEK LIVE	4,237,953
8.	IMG Worldwide, Inc.	FASHION WEEK SWIM	3,661,703
9.	IMG Worldwide, Inc.	ICON ENGINEERING	3,986,709
10.	IMG Worldwide, Inc.	IMG Academies	2,393,457
11.	IMG Worldwide, Inc.	IMG	1,232,130
12.	IMG Worldwide, Inc.	IMG MODELS	2,399,903
13.	IMG Worldwide, Inc.	“IMG” (new design)	3,399,867
14.	IMG Worldwide, Inc.	IMG PERFORMANCE INSTITUTE	3,745,920
15.	IMG Worldwide, Inc.	IMG PERFORMANCE INSTITUTE	3,745,921
16.	IMG Worldwide, Inc.	Letters “IMG”	1,668,761
17.	IMG Worldwide, Inc.	Letters “IMG”	2,333,751
18.	IMG Worldwide, Inc.	TENNIS WEEK	3,301,196
19.	IMG Worldwide, Inc.	US OPEN OF SURFING	2,832,021
20.	IMG Worldwide, Inc.	World Match Play Championship	2,136,964

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):

Barclays Bank PLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Public Limited Company

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 18, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Release of 2nd Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: IMG Worldwide, LLC

Street Address: 1360 East 9th Street, Suite 100

City: Cleveland

State: OH

Country: USA Zip: 44114

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

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

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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:

20

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

May 18, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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