

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474803

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:	Trans World International, 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: 16			
Property Type	Number	Word Mark	
Registration Number:	1135901	BATTLE OF THE NETWORK STARS	
Registration Number:	3560551	BEER MONEY	
Registration Number:	3433263	BETTER HALF	
Registration Number:	3710304	BLUSH	
Registration Number:	3685678	COOK YOURSELF THIN	
Registration Number:	2060729	ESCAPE FROM ALCATRAZ	
Registration Number:	3228625	HIP HOP HOLD'EM	
Registration Number:	2998089	I'D DO ANYTHING	
Registration Number:	2815069	RACE TO THE ALTAR	
Serial Number:	85726230	THE ELIMINATOR	
Serial Number:	85726218	ELIMINATOR RACING	
Serial Number:	85726224	ELIMINATOR RACING LEAGUE	
Serial Number:	85726221	ELIMINATOR RACING SERIES	
Registration Number:	1226992	TWI	
Registration Number:	1194870	TWI	
Registration Number:	2484106	WORLD'S STRONGEST MAN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

TRADEMARK

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: 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
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	05/21/2018
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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 Trans World International, 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 5278/0887;

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]

SCHEDULE A

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	Trans World International, Inc.	BATTLE OF THE NETWORK STARS	1,135,901
2.	Trans World International, Inc.	BEER MONEY	3,560,551
3.	Trans World International, Inc.	BETTER HALF	3,433,263
4.	Trans World International, Inc.	BLUSH	3,710,304
5.	Trans World International, Inc.	COOK YOURSELF THIN	3,685,678
6.	Trans World International, Inc.	ESCAPE FROM ALCATRAZ	2,060,729
7.	Trans World International, Inc.	HIP HOP HOLD'EM	3,228,625
8.	Trans World International, Inc.	I'D DO ANYTHING	2,998,089
9.	Trans World International, Inc.	RACE TO THE ALTAR	2,815,069
10.	Trans World International, Inc.	THE ELIMINATOR	85,726,230
11.	Trans World International, Inc.	ELIMINATOR RACING	85,726,218
12.	Trans World International, Inc.	ELIMINATOR RACING LEAGUE	85,726,224
13.	Trans World International, Inc.	ELIMINATOR RACING SERIES	85,726,221
14.	Trans World International, Inc.	TWI	1,226,992
15.	Trans World International, Inc.	TWI	1,194,870
16.	Trans World International, Inc.	WORLD'S STRONGEST MAN	2,484,106

**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: Trans World International, 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:

16

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