

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		05/23/2018	Bank: ENGLAND
RECEIVING PARTY DATA			
Name:	SRS Distribution Inc.		
Street Address:	5900 South Lake Forest Drive, Suite 400		
City:	Mckinney		
State/Country:	TEXAS		
Postal Code:	75070-2196		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4533390	HERITAGE	
Registration Number:	4663005	HERITAGE WHOLESALERS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	N451847 Barclays TM RLSE		
NAME OF SUBMITTER:	Jonathan Larson		
SIGNATURE:	/Jonathan Larson/		
DATE SIGNED:	05/23/2018		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of May 23, 2018 and delivered by Barclays Bank PLC, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of SRS Distribution Inc. (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below) or the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of February 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, the Collateral Agent and certain other parties thereto, in order in order to secure payments of certain Secured Obligations (as defined in the Term Loan Agreement, as such term is defined in the Security Agreement), the Grantor assigned, pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to all of (i) its trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) its patents and patent applications including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) its copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the "Intellectual Property").

WHEREAS, the IP Security Agreement, dated as of August 25, 2015, evidencing the security interest granted by the Grantor in favor of the Collateral Agent was recorded with the United States Patent and Trademark Office on August 28, 2015 at Reel/Frame 5609/0931 (the "IP Security Agreement").

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property, terminates the IP Security Agreement, and retransfers and reassigns to the Grantor without representation or warranty of any kind, express or implied, free and clear of any claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property of the Grantor.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

Barclays Bank PLC,
as Collateral Agent

By: 

Name: **Vanessa A. Kurbatskiy**
Title: **Vice President**

[Signature Page to IP Release]

TRADEMARK
REEL: 006335 FRAME: 0064

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Company	Country	Mark Docket No.	Application Number/ Application Date	Registration Number/ Registration Date
SRS Distribution Inc.	United States	HERITAGE & Design	86/085,959 10/08/2013	4,533,390 05/20/2014
SRS Distribution Inc.	United States	HERITAGE WHOLESALERS & Design	86/277017 5/9/14	4,663,005 12/30/14