

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		07/13/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CLP Holdings Corp.		
Street Address:	1015 A Street		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2313739	CLP	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000.027829		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/17/2018		
Total Attachments: 4			
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OP \$40.00 2313739

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 13, 2018 ("Release"), is made by Bank of America, N.A., as Agent ("Agent"), in favor of CLP Holdings Corp., a Nevada corporation ("Grantor").

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of December 13, 2005 ("Security Agreement") by and among the Grantor, Wells Fargo Bank, N.A., ("First Agent"), and others party thereto, and the Grant of Security Interest in Trademark Rights dated as of December 13, 2005 ("Trademark Grant") by and among the Grantor, First Agent, and others party thereto, Grantor granted to First Agent, for the benefit of the First Agent and the Lenders (collectively, the "Secured Parties"), a continuing security interest in, and right of setoff against, the Trademarks;

WHEREAS, the Trademark Grant was recorded at the United States Patent and Trademark Office ("USPTO") on December 23, 2005 at Reel 3216 Frame 0432;

WHEREAS, pursuant to the Trademark Assignment dated as June 19, 2009 ("First Trademark Assignment") by and among First Agent and Wells Fargo Foothill, LLC ("Second Agent"), First Agent assigned its liens, claims, and encumbrances in the Trademarks and its entire right, title, and interest in the Trademarks to Second Agent;

WHEREAS, the First Trademark Assignment was recorded at the USPTO on June 24, 2009 at Reel 4010 Frame 0632;

WHEREAS, pursuant to the Trademark Assignment dated as September 30, 2011 ("Second Trademark Assignment") by and among Wells Fargo Capital Finance, LLC as successor-in-interest to Second Agent ("Third Agent") and Agent, Third Agent assigned its liens, claims, and encumbrances in the Trademarks and its entire right, title, and interest in the Trademarks to Agent; and

WHEREAS, the Second Trademark Assignment was recorded at the USPTO on February 29, 2012 at Reel 4727 Frame 0018.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Grant.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and right of setoff against, the Trademarks, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Trademark Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of July 13, 2018 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name:

Title:


Stephen King
SVP

Schedule A

**CLP Holdings Corp.
(Nevada Corporation)**

**U.S. Trademark Subject to Security Interest
Granted by CLP Holdings Corp.**

**In Favor of Wells Fargo Bank, National Association, as Administrative Agent
Recorded December 23, 2005 at Reel 3216 Frame 0432**

Security Interest Assignment In Favor of Wells Fargo Foothill, LLC

Security Interest Assignment Recorded June 24, 2009 at Reel 4010 Frame 0632

Security Interest Assignment In Favor of Bank of America, N.A., as Agent

Security Interest Assignment Recorded February 29, 2012 at Reel 4727 Frame 0018

Trademark Registration

Mark	Reg. No.	Reg. Date
CLP	2313739	02/01/00