# OP \$40.00 1357125

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM474787

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:	A Company for Art and Commerce, LLC		
Street Address:	531 West 25th Street, 4th Floor		
City:	New York		
State/Country:	ate/Country: NEW YORK		
Postal Code:	Postal Code: 10001		
Entity Type:	ype: Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1357125	ART + COMMERCE

### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/21/2018

### **Total Attachments: 4**

source=Endeavor -Trademark Release 5278\_0844#page1.tif source=Endeavor -Trademark Release 5278\_0844#page2.tif source=Endeavor -Trademark Release 5278\_0844#page3.tif source=Endeavor -Trademark Release 5278\_0844#page4.tif

# 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 A Company for Art and Commerce, 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 "<u>Trademark Security Agreement</u>"), 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 5278/0844;

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

- 1. <u>Defined Terms</u>. 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. <u>Release</u>. 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. <u>Termination</u>. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. 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. <u>Governing Law</u>. 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>	Trademark Name	Registration or Application No.
1.	A Corporation for Art and Commerce	ART + COMMERCE	1,357,125

**RECORDED: 05/21/2018**