

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ally Bank, as Administrative Agent		11/30/2018	Bank:
RECEIVING PARTY DATA			
Name:	CTM Group, Inc.		
Street Address:	9 Northeastern Blvd.		
City:	Salem		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03079		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4643782	PENNYCOLLECTOR	
Registration Number:	4203400	IREALITY	
Registration Number:	3780721	THE PENNY PASSPORT	
Registration Number:	2201210	THE PENNY MEN	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	33868-10140		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/03/2018		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of November 30, 2018 (“Effective Date”) by Ally Bank, as Administrative Agent for the Lender Parties (the “Administrative Agent”), in favor of CTM Group, Inc., a Delaware corporation (the “Grantor”). All terms not herein defined, have the meanings set forth in the Security Agreement or Trademark Security Agreement referenced below.

WHEREAS, Grantor and the Administrative Agent are parties to that certain Pledge and Security Agreement dated as of June 30, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) executed in order to secure the prompt and complete payment, observance and performance of all of the Secured Obligations in accordance with the terms and conditions of the various loan documents;

WHEREAS, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Trademark Security Agreement dated as of June 30, 2016 (the “Trademark Security Agreement”) to the Administrative Agent for purposes of filing with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Security Agreement and Trademark Security Agreement, the Grantor granted to the Administrative Agent on behalf of the Lender Parties, among other collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill in the trademarks, in, to and under the United States trademarks registrations and applications listed on the attached Schedule A (the “Trademarks”), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, with the Trademarks, the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was recorded in the USPTO on July 1, 2016 at Reel/Frame 05825/0372; and

WHEREAS, the Administrative Agent wishes to release its security interest in the Trademark Collateral, including the Trademarks on Schedule A.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates the Security Agreement and terminates, releases and discharges any security interest in and lien upon the Trademark Collateral, including the Trademarks on Schedule A, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademark Collateral that the Administrative Agent may hold.


Administrative Agent agrees, at the Grantor’s sole expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance that is necessary, including, without limitation, the execution and delivery of any and all further necessary documents or other instruments, as the Grantor and its

delivery of any and all further necessary documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed, on behalf of itself and the Lender Parties, by its duly authorized representative effective as of the Effective Date.

ALLY BANK

By: 
Name: Thomas Marran
Title: Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

TRADEMARK
REEL: 006493 FRAME: 0083

SCHEDULE A

Trademarks

Trademark	Application No.	Registration No.	Application Date	Registration Date	Owner
PENNYCOLLECTOR	86123304	4643782	19-NOV-2013	25-NOV-2014	CTM Group, Inc.
IREALITY	85354491	4203400	23-JUN-2011	04-SEP-2012	CTM Group, Inc.
THE PENNY PASSPORT	77822463	3780721	09-SEP-2009	27-APR-2010	CTM Group, Inc.
THE PENNY MEN	75330585	2201210	25-JUL-1997	03-NOV-1998	CTM Group, Inc.