

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504318

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BARINGS FINANCE LLC, as successor in interest to BABSON CAPITAL FINANCE LLC		12/27/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QUEST EVENTS, LLC		
<b>Street Address:</b>	2591 DALLAS PARKWAY, SUITE 201		
<b>City:</b>	FRISCO		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4327295	Q QUESTDRAPE	
Registration Number:	4364258	TOTALLY MOD	
Registration Number:	4364259	TOTALLY MOD EVENT FURNISHINGS	
Registration Number:	4620062	FORMSET	
Serial Number:	86363345	VENDOR SEASON OPENER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	SUSAN ZABLOCKI		
<b>Address Line 1:</b>	KIRKLAND & ELLIS LLP		
<b>Address Line 2:</b>	601 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	23116-77		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		

CH \$140.00 4327295

<b>DATE SIGNED:</b>	01/03/2019
---------------------	------------

**Total Attachments: 4**

source=Barings\_Quest - Payoff Letter (Executed)\_TM#page1.tif

source=Barings\_Quest - Payoff Letter (Executed)\_TM#page2.tif

source=Barings\_Quest - Payoff Letter (Executed)\_TM#page3.tif

source=Barings\_Quest - Payoff Letter (Executed)\_TM#page4.tif

TERMINATION AND RELEASE OF SECURITY INTEREST

This **TERMINATION AND RELEASE OF SECURITY INTEREST**, dated as of December 27, 2018 (“Release”), is made by BARINGS FINANCE LLC, as successor in interest to BABSON CAPITAL FINANCE LLC (“Agent”), in favor of QUEST EVENTS, LLC (“Grantor”).

**WHEREAS**, Agent, Grantor, and certain other borrowers have entered into that certain Guaranty and Security Agreement, dated as of June 1, 2015 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

**WHEREAS**, pursuant to (i) that certain Trademark Security Agreement, dated as of June 1, 2015, by and between Agent and Grantor (the “June 2015 IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property, (ii) that certain Trademark Security Agreement, dated as of September 1, 2016, by and between Agent and Grantor (the “September 2016 IP Security Agreement”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property and (iii) that certain Trademark Security Agreement, dated as of June 27, 2018, by and between Agent and Grantor (the “June 2018 IP Security Agreement” and together with the June 2015 IP Security Agreement and the September 2016 IP Security Agreement, the “IP Security Agreements”), Grantor granted to Agent, to secure its obligations under the Security Agreement, a security interest in all right, title and interest of Grantor in and to certain intellectual property;

**WHEREAS**, the June 2015 IP Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 5551 Frame 0058 on June 11, 2015;

**WHEREAS**, the September 2016 IP Security Agreement was recorded at the USPTO at Reel 5870 Frame 0695 on September 5, 2016;

**WHEREAS**, the June 2018 IP Security Agreement was recorded at the USPTO at Reel 6371 Frame 0001 on July 3, 2018; and

**WHEREAS**, Grantor has satisfied the terms of the IP Security Agreements and requests a specific release of the security interest granted and recorded against its intellectual property.

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

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the IP Security Agreements.

**SECTION 2. Termination and Release.** Agent, without representation, warranty, or recourse, hereby:

(a) terminates each IP Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Trademark Collateral under each IP Security Agreement), whether granted pursuant to the IP Security Agreements or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);

(b) assigns and transfers to Grantor all of its right, title and interest in and to all intellectual property, whether granted pursuant to the IP Security Agreements or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), together with the goodwill of the business symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States 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 New York.

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

AGENT:

BARINGS FINANCE LLC

By: 

Name: Mark Hodson

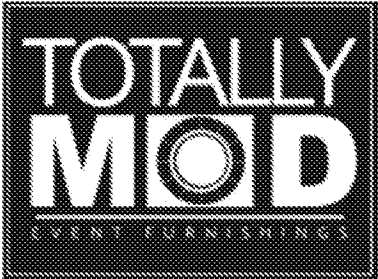
Its: Managing Director

[Signature Page to Termination and Release of Security Interest (Trademarks)]

TRADEMARK  
REEL: 006523 FRAME: 0059

Schedule A

Trademarks

Mark	Reg. No.	Reg. Date
Q QUESTDRAPE	4327295	April 30, 2013
VENDOR SEASON OPENER	86363345	N/A
FORMSET	4,620,062	October 13, 2014
TOTALLY MOD EVENT FURNISHINGS & Design	4364259	N/A
		
TOTALLY MOD	4364258	N/A