

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		03/29/2019	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Extreme Reach Talent, Inc. (f/k/a Talent Partners, LLC)
Street Address:	75 2nd Avenue
Internal Address:	Suite 720
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76492603	
Serial Number:	76492604	TALENT PARTNERS
Serial Number:	74095208	TALENT PARTNERS
Serial Number:	74095207	TALENT PARTNERS
Serial Number:	76634115	TRAFFIXWORKS
Serial Number:	76634114	TRAFFIXWORKS
Serial Number:	77177807	VITA
Serial Number:	86199358	NABLE

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

CH \$215.00 76492603

ATTORNEY DOCKET NUMBER:	014951-1866
NAME OF SUBMITTER:	Scott Kareff (014951-1866)
SIGNATURE:	/kc for sk/
DATE SIGNED:	03/29/2019

Total Attachments: 4

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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**"), dated as of March 29, 2019, is made by:

- (1) Wilmington Trust, National Association, as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**"); and
- (2) in favor of Extreme Reach Talent, Inc. (f/k/a Talent Partners, LLC) (the "**Grantor**").

Capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement referred to below.

Whereas:

- (A) The Grantor and the Administrative Agent are parties to that certain (i) Second Lien Pledge and Security Agreement, dated as of February 7, 2014, as supplemented by Supplement No. 1 dated as of February 7, 2014, and as further supplemented by Supplement No. 2 dated as of June 15, 2015 (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and (ii) Second Lien Trademark Security Agreement, dated as of June 29, 2015 (the "**Trademark Security Agreement**"), pursuant to which the Grantor pledged and granted to the Administrative Agent, for its benefit and for the benefit of the Secured Parties a continuing security interest in and lien on Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement).
- (B) The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 2, 2015 at Reel/Frame 5568/0603.
- (C) In connection with the full satisfaction and discharge of all Obligations, the Grantor has requested that the Administrative Agent execute and deliver this Release to evidence the termination of the Trademark Security Agreement and the release of the Administrative Agent's security interest in and lien on the Trademark Collateral.

Now therefore:

In consideration of the foregoing and for other good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, on behalf of itself and the Secured Parties, without any representation, warranty or recourse of any kind, does hereby agree as follows:

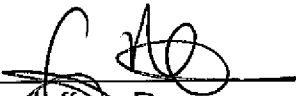
- 1 The Administrative Agent, on behalf of itself and the Secured Parties, hereby (i) terminates and releases its security interest in and lien on the Trademark Collateral in its entirety (including, without limitation, the registered and applied for trademarks identified on **Schedule A** hereto), (ii) re-assigns, re-transfers and re-conveys to the Grantor any and all right, title and interest the Administrative Agent may have in, to or under the Trademark Collateral, including the goodwill appurtenant thereto and (iii) terminates the Trademark Security Agreement.

- 2 The Administrative Agent hereby authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release against the Trademark Collateral, including the registered and applied for trademarks identified on **Schedule A** hereto.
- 3 This Release may not be supplemented, altered or modified in any manner except by a writing signed by the Administrative Agent and the Grantor. This Release shall be binding upon the Administrative Agent's successors and assigns, and is made in favor of and for the benefit of the Grantor and its respective successors and assigns.
- 4 The Administrative Agent agrees to execute and deliver to the Grantor, at the Grantor's expense, any further instruments and documents that the Grantor may reasonably request to effect and/or evidence the termination of the Trademark Security Agreement and release of the Administrative Agent's security interest in and lien on the Trademark Collateral. Any execution and delivery of such instruments or other documents will be without recourse to or warranty by the Administrative Agent.
- 5 THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF NEW YORK.

[Signature page follows]

In witness whereof, the undersigned has executed this Release as of the date first written above.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By 
Name: Jeffrey Rose
Title: Vice President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Mark	Jurisdiction	Serial No./Filing Date	Reg. No/Reg. Date	Status	Current Owner
Design Mark	U.S.	76492603 2/25/2004	2949097 5/10/2005	Registered	Talent Partners, LLC
TALENT PARTNERS	U.S.	76492604 2/25/2003	2949098 5/10/2005	Registered	Talent Partners, LLC
TALENT PARTNERS	U.S.	74095208 9/10/1990	1750337 2/2/1993	Registered	Talent Partners, LLC
TALENT PARTNER	U.S.	74095207 9/10/1990	1712083 9/1/1992	Registered	Talent Partners, LLC
TRAFFIXWORKS	U.S.	76634115 3/24/2005	3395287 3/11/2008	Registered	Talent Partners, LLC
TRAFFIXWORKS	U.S.	76634114 3/24/2005	3379057 2/5/2008	Registered	Talent Partners, LLC
VITA	U.S.	77177807 5/10/2007	3850390 9/21/2010	Registered	Talent Partners, LLC
NABLE	U.S.	86199358 2/20/2014	4657723 12/16/2014	Registered	Talent Partners, LLC