# 3H \$90.00 86935775

ETAS ID: TM527533

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type                      |
|--------------------|----------|----------------|----------------------------------|
| Antares Capital LP |          | 06/12/2019     | Limited Partnership:<br>DELAWARE |

## **RECEIVING PARTY DATA**

| Name:           | The WeissComm Group Ltd.       |  |  |
|-----------------|--------------------------------|--|--|
| Street Address: | 50 Francisco Street, Suite 400 |  |  |
| City:           | San Francisco                  |  |  |
| State/Country:  | CALIFORNIA                     |  |  |
| Postal Code:    | 94133                          |  |  |
| Entity Type:    | Corporation: CALIFORNIA        |  |  |

## **PROPERTY NUMBERS Total: 3**

| Property Type  | Number   | Word Mark    |
|----------------|----------|--------------|
| Serial Number: | 86935775 | MDIGITALLIFE |
| Serial Number: | 86935766 | BREWLIFE     |
| Serial Number: | 86935762 | W2O GROUP    |

## **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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:** 617-951-7169

**Email:** catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: PRUDENTIAL TOWER, 800 BOYLSTON STREET

Address Line 2: Ropes & Gray LLP

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

| ATTORNEY DOCKET NUMBER: | 112613-0385-003  |  |  |
|-------------------------|------------------|--|--|
| NAME OF SUBMITTER:      | Catherine Murray |  |  |
| SIGNATURE:              | /cmurray/        |  |  |
| DATE SIGNED:            | 06/12/2019       |  |  |

**Total Attachments: 4** 

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### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of June 12, 2019, by Antares Capital LP, in its capacity as administrative agent ("Agent"), in favor of The WeissComm Group Ltd., a California corporation ("Grantor") pursuant to the Collateral Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Collateral Agreement.

### WITNESSETH:

WHEREAS, Grantor and Agent were parties to that certain Guaranty and Security Agreement dated as of March 1, 2016, made by Grantor in favor of Agent (the "Collateral Agreement");

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement dated as of August 31, 2016 (the "Security Agreement"), pursuant to which Grantor granted a continuing first priority security interest (the "Security Interest") to Agent for the benefit of all Lenders in the Trademark Collateral (as defined below), including certain of the trademarks set forth on Schedule I hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 31, 2016 at Reel 5867, Frame 0601; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

- 1. Agent hereby terminates the Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in and to the following (collectively the "Trademark Collateral") shall hereby cease and become void:
- (a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral.

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3. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature page follows]

TRADEMARK REEL: 006668 FRAME: 0556 IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

Nomes Matthew Faves

Its: Duly Authorized Signatory

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# SCHEDULE I TO TRADEMARK RELEASE AND REASSIGNMENT

# **Trademark Applications**

| Mark         | Application No. | Application Date | Status of Mark |
|--------------|-----------------|------------------|----------------|
| MDIGITALLIFE | 86935775        | 3/10/16          | Pending        |
| BREWLIFE     | 86935766        | 3/10/16          | Pending        |
| W2O GROUP    | 86935762        | 3/10/16          | Pending        |

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**RECORDED: 06/12/2019**