## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM528981

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		06/21/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Update, Inc.		
Street Address:	1040 Avenue of the Americas, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		

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

Property Type	Number	Word Mark
Registration Number:	2170943	UPDATE

#### CORRESPONDENCE DATA

Fax Number: 2123711084

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) 508-6739 prutzman@thsh.com Email: **Correspondent Name:** L. Donald Prutzman 900 Third Avenue Address Line 1:

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	L. Donald Prutzman	
SIGNATURE:	/LD Prutzman/	
DATE SIGNED:	06/24/2019	

**Total Attachments: 3** 

source=UPDATE TM Release of Security Interest#page1.tif source=UPDATE TM Release of Security Interest#page2.tif source=UPDATE TM Release of Security Interest#page3.tif

> **TRADEMARK** REEL: 006676 FRAME: 0814

# RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of June 21, 2019 and granted by Madison Capital Funding LLC (the "Agent"), as collateral agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties"), in favor of Update, Inc., a New York corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement dated as of May 25, 2005 (the "Credit Agreement") among the Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and the Agent, the Grantor executed and delivered to the Agent that certain Trademark Security Agreement by and between the Grantor and the Agent dated as of May 25, 2005 (the "Trademark Security Agreement"):

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, as agent for the Lenders for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 3199, Frame 391 on May 31, 2005; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Agent and the Lenders may have in the Trademark Collateral pursuant to the Trademark Security Agreement.

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

- 1. Release of Security Interest. Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
  - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

TRADEMARK
REEL: 006676 FRAME: 0815

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MADISON CAPITAL FUNDING LLC, as Agent

as Agent San Villa Anaka

Mainer DeWiller Cotton, Title: Makaging Direct

> TRADEMARK REEL: 006676 FRAME: 0816

# SCHEDULE 1

## TRADEMARKS

# Trademark Registrations

Mark	Inrisdiction	Registration Number		Record Owner
UPDATE	United States	2,170,943	July 7, 1998	Update, Inc.

TRADEMARK REEL: 006676 FRAME: 0817

**RECORDED: 06/24/2019**