# OP \$190.00 387566

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM529190

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		06/24/2019	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Coloredge Americas, Inc.		
132 West 31st Street		
8th Floor		
New York		
NEW YORK		
10001		
Corporation: DELAWARE		
Merisel Properties, Inc.		
132 West 31st Street		
8th Floor		
New York		
NEW YORK		
10001		
Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3875661	MERISEL
Registration Number:	3770131	DENNIS CURTIN STUDIO
Registration Number:	3770062	CRUSH CREATIVE
Registration Number:	4093319	COLOREDGE
Registration Number:	3738791	COLOREDGE
Registration Number:	4851165	VISUALROI
Serial Number:	87130939	COLOREDGE

#### **CORRESPONDENCE DATA**

**Fax Number:** 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2155695619

**Email:** pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01082
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	06/25/2019

#### **Total Attachments: 5**

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### TERMINATION AND RELEASE OF GRANT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of June 24, 2019, and made by PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as "Agent" under the Credit Agreement (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"), to COLOREDGE, INC., a Delaware corporation ("coloredge"), COLOREDGE AMERICAS, INC., a Delaware corporation ("Americas"), MERISEL PROPERTIES, INC., a Delaware corporation ("Merisel" and together with coloredge and Americas, collectively, "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of August 10, 2016 by the Grantor in favor of the Agent (the "Security Agreement"), a security interest was granted by Grantor to Agent in certain collateral, including the IP Collateral (as such term is defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("**USPTO**") on August 10, 2016 at Reel/Frame 5852/0591;

WHEREAS, Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.
- 2. Release of Security Interest. Agent hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the IP Collateral, including the Copyrights, Patents, and Trademarks listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Trademark and Copyright, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to Grantor all right, title and interest of Agent in the IP Collateral, including all of the goodwill of the business connected with the use of, and symbolized by, each Patent, Trademark and Copyright, and any right, title or interest of the Agent in such IP Collateral shall hereby terminate, cease and become void.
- 3. <u>Further Assurances</u>. Agent hereby authorizes Grantor or an authorized representative of Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of Agent in the IP Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or agency. Agent further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further

acts which Grantor (or its agents or designees) reasonably requests (at Grantor's sole cost and expense) in order to confirm this Termination and Grantor's right, title and interest in, to and under the IP Collateral.

[Signature Page Follows]

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

PNC BANK, NATIONAL ASSOCIATION

Ву: \_\_

Name: Laurie Dee

Title: Relationship Manager/AVP

[Signature Page - Termination and Release of Intellectual Property Security Agreement]

## Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents and Patent Applications:

None

2. Trademarks and Trademark Applications:

Mark	Registrant	Reg/SN	Goods/Services	Registration Date	Renewal/ Maintenance Date
MERISE L	coloredge, Inc.	3875661	Large format and specialty printing of retail and event signage and displays; digital alteration and retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic enlarging, photographic printing; photographic reproduction; photographic retouching; and prototype fabrication of new products for others – IC 40.  Digital photographic imaging services; photographic computer imaging – IC 41.  Electronic scanning and digitizing of photographic images and original artwork – IC 42.	Registered November 16, 2010.	Section 8 & 15 due November 16, 2016.
DENNIS CURTIN STUDIO	coloredge Americas, Inc.	3770131	Prototype fabrication of new products for others – IC 40.	Registered April 6, 2010.	Section 8 & 15 April 6, 2016. In grace period until October 6, 2016.
CRUSH CREATI VE	coloredge Americas, Inc.	3770062	Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16.  Large format and specialty printing of retail and event signage and displays; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging, photographic printing; photographic reproduction; and photographic retouching – IC 40.  Digital photographic imaging services – IC 41.	Registered April 6, 2010.	Section 8 & 15 due April 6, 2016. In grace period until October 6, 2016.

Mark	Registrant	Reg/SN	Goods/Services	Registration Date	Renewal/ Maintenance Date
COLORE DGE	coloredge Americas, Inc.	4093319	Computer enhanced Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16	Registered January 31, 2012.	Section 8 & 15 due January 31, 2018.
			Large format and specialty printing of retail and event signage and displays, electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging, photographic printing; photographic reproduction and photographic retouching – IC		
colo	coloredge Americas, Inc.	3738791	40.Digital photographic imaging services – IC 41.  Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16.	Registered January 19, 2010.	Section 8 & 15 due January 19, 2016.
			Large format and specialty printing of retail and event signage and displays; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging; photographic printing; photographic reproduction; and photographic retouching – IC 40.		
Visua	coloredge, Inc.	4851165	Business marketing consulting services; Statistical evaluations of marketing data – IC 35.	Registered November 10, 2015.	Section 8 & 15 due November 10, 2021.
			Software as a service (SAAS) services featuring software for business marketing services – IC 42.		
	coloredge Americas, Inc.	8713093 9	Computer enhanced photographs; printed visuals in the nature of large format display graphics – IC 16.  Large format and specialty printing of retail and	Application submitted August 8, 2016.	N/A
			event signage and displays; electronic imaging, scanning, digitizing, alteration and/or retouching of photographic images and original artwork; digital		
			restoration and/or enhancement of photographs; photographic computer imaging; photographic enlarging, photographic printing; photographic reproduction; and photographic retouching – IC 40.		
			Digital photographic imaging services – IC 41.		

3. Copyrights and Copyright Applications:

None

**RECORDED: 06/25/2019**