# CH \$40.00 882338

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM530128

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital One, National Association		07/01/2019	National Association: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Mariana Systems, LLC	
Street Address:	12526 High Bluff Drive, Suite 160	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92130	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	88233881	M MARIANA SYSTEMS	

# **CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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.

Email: susan.zablocki@kirkland.com

Correspondent Name: SUSAN ZABLOCKI
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 601 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-483
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	07/01/2019

# **Total Attachments: 3**

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TRADEMARK
REEL: 006683 FRAME: 0831

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 1, 2019, by Capital One, National Association, in its capacity as administrative agent ("Administrative Agent") in favor of Mariana Systems, LLC ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Grantor and Administrative Agent are parties to that certain Intellectual Property Security Agreement dated as of March 13, 2019, which was recorded with the United States Patent and Trademark Office on March 13, 2019 at Reel 6590, Frame 0306 (the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent a security interest in all of its right, title and interest in its Collateral, including the Trademark Collateral (as defined below) and Trademarks set forth on Schedule A annexed hereto, as security for certain obligations owing by Grantor to Administrative Agent; and

WHEREAS, Grantor has requested that Administrative Agent release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Administrative Agent hereby acknowledges full performance of the Secured Obligations and automatically and unconditionally releases and terminates its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following Collateral of Grantor (collectively, the "Trademark Collateral"):
  - (i) all of its Trademarks (other than Excluded Assets), including, without limitation, the Trademarks referred to on <u>Schedule A</u>;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) 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, violation or other impairment thereof.
- 2. Administrative Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the Lien on and security interest in the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 006683 FRAME: 0832 IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed by its authorized representative as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent

Name:

Title:

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# **SCHEDULE A**

Trademark	Reg. No.	Reg. Date	App. No.	App. Date	Owner
MARIANA SYSTEMS	N/A	N/A	88/233,881	12/18/2018	Mariana Systems, LLC

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**RECORDED: 07/01/2019** 

TRADEMARK REEL: 006683 FRAME: 0834