

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATWEST MARKETS PLC	FORMERLY The Royal Bank of Scotland PLC	06/05/2019	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	URNER BARRY PUBLICATIONS, INC.		
Street Address:	1001 Corporate Circle		
City:	Toms River		
State/Country:	NEW JERSEY		
Postal Code:	08755		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1272147	COMTELL	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<i>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.</i>			
Phone:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	08/05/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT RELEASE

This TRADEMARK SECURITY AGREEMENT RELEASE, dated as of 5 June, 2019 ("Release"), is entered into by URNER BARRY PUBLICATIONS, INC., a New Jersey corporation, (the "Grantor") and NATWEST MARKETS PLC (formerly known as The Royal Bank of Scotland PLC), as agent and trustee for the Secured Parties (the "Security Agent"), with reference to the following facts.

WHEREAS, Briefing Media 1365 Limited (formerly known as Newincco 1365 Limited), a company incorporated in England and Wales (the "Parent"), and certain of its affiliates, including without limitation, the Grantor entered into a Senior Term and Revolving Facilities Agreement dated August 21, 2015 (as amended and restated on September 27, 2017 and as further amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), with, among others, The Royal Bank of Scotland PLC, as Arranger (the "Arranger") and Agent (the "Agent"), the institutions listed therein as Original Lenders, and the Security Agent, pursuant to which the Lenders (as defined therein), subject to the terms and conditions contained therein, agreed to provide certain financial accommodations to, among others, the Parent, the Borrower (as defined in the Facilities Agreement), the Grantor and such affiliates;

WHEREAS, Grantor agreed, pursuant to that certain Accession Deed to the Restated Facilities Agreement and the Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Accession Deed"), to be entered into between Grantor, the Parent and the Security Agent, to guarantee the Obligations of the Borrower;

WHEREAS, Grantor, pursuant to that certain Security Agreement of even date herewith in favor of Security Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and in accordance with the terms of the Facilities Agreement, on December 11, 2017, granted to the Security Agent a security interest in, among other things, the Trademarks (as defined below) described therein to secure all Obligations (as defined below) of Grantor to Security Agent (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 12, 2017, at Reel 6226, Frame 0106; and

WHEREAS, with effect on the date on which the Agent receives the Repayment Amounts (as defined in the Pay-off Letter) into the Repayment Accounts (as defined in the Pay-off Letter) pursuant to paragraph 9 of the letter dated on or around the date of this Deed, addressed to the Parent from the Agent and the Security Agent (the "Pay-off Letter"), whether or not the Agent has provided an email confirmation pursuant to the terms thereunder (the "Release Effective Date"), Grantor has satisfied all of the Obligations and has requested that the Secured Parties terminate and release their security interests in and liens on the Trademark Collateral (as defined herein);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Capitalized terms used and not defined herein have the meanings given such terms in the Facilities Agreement.

“Obligations” means all present and future indebtedness, liabilities and obligations at any time due, owing or incurred by Grantor and the other Obligors to the Security Agent, the Arranger, the Lenders, the Agent, any other Finance Parties or any other Secured Parties under or in connection with this Release, the Facilities Agreement or the other Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity (including any interest, fees, or expenses that accrue after the filing of a case under the US Bankruptcy Code or any other insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in such case or proceeding); provided that, to the extent applicable, the term “Obligations” shall, in all instances, be limited as set forth in Section 20.11 of the Facilities Agreement.

“Trademarks” means one or all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof and (ii) the goodwill associated with or symbolized by any of the foregoing.

SECTION 2. Release of Security. Effective on the Release Effective Date, the Security Agent hereby terminates, releases, and discharges all of its security interest in, and to all of the Grantor’s right, title and interest to the Trademarks listed on the attached Schedule I (the “Trademark Collateral”), including:

(a) all Trademarks including, without limitation, each issued trademark and trademark application identified in the attached Schedule I, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (d) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Pledged Trademarks”).

SECTION 3. Reassignment. Effective on the Release Effective Date, the Security Agent hereby reassigns, grants, and conveys to the Grantor, without any representation, recourse or undertaking by the Security Agent, all of the Security Agent’s right, title, and interest in and to the Trademarks.

SECTION 4. Recordation. Effective on the Release Effective Date, the Grantor authorizes and requests that the Commissioner of Patents and Trademarks, and any other applicable government officer, record this Release.

SECTION 5. Execution in Counterparts. This Release may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Grantor agrees that any action or claim arising out of, or any dispute in connection with, this Release, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of England in accordance with clause 44 of the Facilities Agreement and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Grantor in the manner specified in clause 44 of the Facilities Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.


SECTION 7. Miscellaneous. This Release is a Finance Document. The Parent shall promptly on demand pay to the Agent and the Security Agent the amount of all costs and expenses (including legal fees subject to any agreed cap) and any VAT payable thereon reasonably incurred by the Agent and the Security Agent in connection with the negotiation, preparation, execution and performance of this Release. The headings of each section of this Release are for convenience only and shall not define or limit the provisions thereof. If any term of this Release shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Release shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. This Release may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Release by telecopy or in portable document format (PDF) via electronic mail shall be as effective as delivery of a manually executed counterpart of this Release.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

GRANTOR:

URNER BARRY PUBLICATIONS, INC.

By: 
Name: Robert L. Barry
Title: CFO

[Signature Page to Trademark Security Agreement Release]


4452-9625-7687.2

TRADEMARK
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SECURITY AGENT:

NATWEST MARKETS PLC (formerly known
as The Royal Bank of Scotland PLC)

By:



Name: EMILY MASSEY

Title: ASSOCIATE DIRECTOR

[Signature Page 10 Trademark Security Agreement Release]

4852-9625-768712

TRADEMARK
REEL: 006712 FRAME: 0639

SCHEDULE I

TRADEMARKS

Owner	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Date of Last Renewal
URNER BARRY PUBLICATIONS, INC.	COMTELL	73400223	1272147	October 18, 1982	March 27, 1984	September 12, 2013

TRADEMARK

REEL: 006712 FRAME: 0640

[Briefing Media] Trademark Security Agreement Release

4852-9625-76873

RECORDED: 08/05/2019