# CH \$140.00 41048;

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM546351

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, AG, Cayman Islands Branch, as Collateral Agent		10/03/2019	Aktiengesellschaft (Ag): SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Merrill Brink International Corporation		
Street Address:	One Merrill Circle		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	Corporation: MINNESOTA		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4104827	MERRILL BRINK
Registration Number:	3756595	MERRILL DATASITE
Registration Number:	2895452	MILLIONS OF PAGES. ONE SOLUTION.
Registration Number:	1975946	MERRILL CORPORATION
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY

### **CORRESPONDENCE DATA**

**Fax Number:** 2028357586

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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.55000	
NAME OF SUBMITTER:	Javier J. Ramos	
SIGNATURE:	/Javier J. Ramos/	

DATE SIGNED:	10/23/2019		
Total Attachments: 5			
source=Merrill - Release of Security Inte	erest in Trademarks [Executed]#page1.tif		
source=Merrill - Release of Security Interest in Trademarks [Executed]#page2.tif			
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### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of October 3, 2019, by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Administrative Agent and Collateral Agent (in such capacities, the "Administrative Agent"), in favor of MERRILL COMMUNICATIONS LLC, MERRILL BRINK INTERNATIONAL CORPORATION and VITAC CORPORATION (individually, a "Grantor" and collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WHEREAS, each Grantor is a party to that certain (i) Security Agreement, dated as of June 1, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, and (ii) Trademark Security Agreement, dated as of June 1, 2015, in favor of the Administrative Agent (the "Trademark Security Agreement"), pursuant to which each Grantor pledged and granted to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in, to and under (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office ("USPTO"), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby, (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof, (iii) all rights corresponding to the foregoing throughout the world, and (iv)to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing; but excluding any Excluded Assets, including any "intent-to-use" applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section I(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section I(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005550, Frame 0719 on June 12, 2015;

WHEREAS, each Grantor has requested that the Administrative Agent terminate, release and discharge fully its security interest in the Trademark Collateral of such Grantor, and execute a document suitable for recording in the USPTO to evidence the release of its security interest in such Trademark Collateral as herein provided.

**NOW THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges all of its security interest in Trademark Collateral, and re-assigns to each Grantor any and all right, title or interest it may have in the Trademark Collateral of such Grantor.

The Administrative Agent hereby authorizes each Grantor, or each Grantor's authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other

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applicable governmental office or agency. The Administrative Agent agrees to execute and deliver to the Grantors other instruments and other documents as may be necessary to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

4830-6394-1030

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH.

as Administrative Agent

By:

Name: Judith E. Smith
Title: Authorized Signatory

By:

Name: Nicolas Thierry

Title: Authorized Signatory

# **SCHEDULE A**

# TRADEMARKS AND TRADEMARK APPLICATIONS

Release of Trademark Security Agreement recorded June 12, 2015 at Reel/Frame 005550/0719

# **Registered Trademarks**

Mark	Country	Reg. No.	Reg. Date	Owner
MERRILL BRINK	USA	4104827	02/28/12	Merrill Brink International Corporation
IBUDGET	USA	3012314	11/01/05	Merrill Brink International Corporation
ITRAC	USA	2677569	01/21/03	Merrill Brink International Corporation
MERRILL DATASITE	USA	3756595	03/09/10	Merrill Communications LLC
MILLIONS OF PAGES. ONE SOLUTION.	USA	2895452	10/19/04	Merrill Communications LLC
MERRILLCONNECT	USA	2825379	03/23/04	Merrill Communications LLC
DELIVERING MARKETING SOLUTIONS TO REAL ESTATE	USA	2418166	01/02/01	Merrill Communications LLC
MERRILL CORPORATION	USA	1975946	05/28/96	Merrill Communications LLC
FINE ARTS	USA	2656292	12/03/02	Merrill Communications LLC
FINE ARTS and Design (Box)	USA	2518610	12/11/01	Merrill Communications LLC
SPARKLE WHITE	USA	1642798	04/30/91	Merrill Communications LLC
COTTON FIBRE PLUS	USA	1644386	05/14/91	Merrill Communications LLC
FINE ARTS ENGRAVING COMPANY	USA	1618744	10/23/90	Merrill Communications LLC
SOCIAL MATTERS	USA	4339224	05/21/13	Merrill Communications LLC
VITAC	USA	2033236	01/28/97	VITAC Corporation

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# **Trademark Applications**

Mark	Appl. No.	Filing Date	Owner
PRAYAAS	2411910	10/16/12	Merrill
			Communications
			LLC

4830-6394-1030

**RECORDED: 10/23/2019**