

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557780

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MADISON CAPITAL FUNDING LLC		12/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PORTFOLIO GENERAL MANAGEMENT GROUP, INC.		
<b>Street Address:</b>	14651 Dallas Parkway		
<b>Internal Address:</b>	Suite 502		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4577745	PORTFOLIO	
<b>Registration Number:</b>	4788115	SELECT SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<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>			
<b>Phone:</b>	212-390-4147		
<b>Email:</b>	amanda.cirella@kirkland.com		
<b>Correspondent Name:</b>	Amanda Cirella (Paralegal)		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	35173-484		
<b>NAME OF SUBMITTER:</b>	Amanda Cirella		
<b>SIGNATURE:</b>	//Amanda Cirella//		
<b>DATE SIGNED:</b>	01/16/2020		
<b>Total Attachments: 4</b>			
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**RELEASE OF TRADEMARK SECURITY INTEREST**

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “**Release**”) is made as of this 2<sup>nd</sup> day of December 2019, by MADISON CAPITAL FUNDING LLC, as collateral agent (the “**Secured Party**”) in favor of PORTFOLIO GENERAL MANAGEMENT GROUP, INC., a corporation existing under the laws of California. (“**Grantor**”).

WHEREAS, reference is made to that certain the Pledge and Security Agreement dated as of July 2, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, PGM Holdings Corporation, a corporation existing under the laws of Delaware, Portfolio Holding, Inc., a corporation existing under the laws of Delaware, the Subsidiary Parties from time to time party thereto and the Secured Party;

WHEREAS, in accordance with the terms of the Security Agreement, Grantor and the Secured Party entered into that certain Trademark Security Agreement dated as of July 2, 2018 (the “**Trademark Security Agreement**” and together with the Security Agreement, the “**Security Agreements**”) which Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 6372 / Frame 0623 on July 5, 2018;

WHEREAS, in accordance with the terms of the Security Agreements, Grantor pledged and granted to Secured Party, a security interest in and to all of the right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, Grantor has requested that Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

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

1. Trademark Collateral. As used herein, the term “Trademark Collateral” shall mean: (a) the trademarks (including service marks), service marks, trade names, trade styles, trade dress, and logos, slogans and other indicia or origin and the registrations and applications for registration thereof, including those set forth on Schedule A attached hereto (the “Trademarks”), together with the goodwill connected with the use of and symbolized thereby; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof, (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing.

2. Release of Security Interest in the Trademark Collateral. Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby unconditionally and expressly releases, terminates, discharges and extinguishes, without any reservation, and reassigns to Grantor any and all right, title and interest in, to and under the Trademark Collateral, including

any and all security interests, liens, pledges, charges and other encumbrances of any kind thereon.

3. Further Assurances. At the cost of Grantor, Secured Party hereby agrees to execute, acknowledge and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.

4. Miscellaneous. This Release (a) shall be governed by and shall be construed and enforced in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule, (b) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated, except in writing signed by each party, (c) shall be binding upon the Secured Party's legal representatives, successors and assigns, and (d) may be executed in any number of counterparts, and telecopied signatures (or signatures delivered via electronic mail or "pdf") shall be enforceable as originals.

\* \* \* \*

IN WITNESS WHEREOF, Secured Party has duly executed and delivered this Release as of the date first above written.

**MADISON CAPITAL FUNDING LLC, as  
Secured Party**

By: 

Name: David Kelly

Vice President

Title: \_\_\_\_\_

**SCHEDULE A**

**TRADEMARKS**

1. **PORTFOLIO**  
Reg. No. 4577745
2. **SELECT SHIELD**  
Reg. No. 4788115

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