# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM562797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (6226/0083)		

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		02/18/2020	Limited Partnership: DELAWARE

## **RECEIVING PARTY DATA**

Name:	PrimeSport, Inc.
Street Address:	Fifteen Piedmont Center, Suite 950
Internal Address:	3575 Piedmont Road, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Company: GEORGIA
Name:	Anthony Travel, LLC
Street Address:	7920 Belt Line Road
Internal Address:	Suite 1010
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE
Name:	GoTickets, Inc.
Street Address:	Fifteen Piedmont Center, Suite 950
Internal Address:	3575 Piedmont Road, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Corporation: DELAWARE
Name:	Steve Furgal's International Tennis Tours
Street Address:	Fifteen Piedmont Center, Suite 950
Internal Address:	3575 Piedmont Road, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
	TRADEMARK

**REEL: 006867 FRAME: 0398** 900536198

Entity Type:	Corporation: CALIFORNIA		
Name:	CID Entertainment, LLC		
Street Address:	1 South Broad St.		
Internal Address:	Suite 1710		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Curadora, LLC		
Street Address:	1 South Broad St.		
Internal Address:	Suite 1710		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	Limited Liability Company: PENNSYLVANIA		

## **PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2577945	ANTHONYTRAVEL INC.
Registration Number:	5103477	CID PRESENTS
Registration Number:	5021158	CID EXPERIENCE
Registration Number:	4981644	CRASH MY PLAYA
Registration Number:	4883855	CID ENTERTAINMENT
Registration Number:	4883853	CID ENTERTAINMENT
Registration Number:	4883854	CID SPORTS
Registration Number:	4883831	VALLEY MUSIC TRAVEL
Registration Number:	5261921	CURADORA
Registration Number:	2580646	GOTICKETS.COM
Registration Number:	3313709	PRIMESPORT
Registration Number:	4375497	
Serial Number:	87533734	ENHANCED EXPERIENCE

### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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: 2124553222
Email: jmull@stblaw.com
Correspondent Name: Alexander Raytman
Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	002271/0002	
NAME OF SUBMITTER:	J. Jason Mull	
SIGNATURE:	/J. Jason Mull/	
DATE SIGNED:	02/19/2020	
Total Attachments: 4		
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#### **INTELLECTUAL PROPERTY TERMINATION AND RELEASE**

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE is made as of February 18, 2020, by Antares Capital LP ("Antares Capital"), as administrative agent for the Lenders and the L/C Issuers (in such capacity, "Agent") in favor of PrimeSport, Inc., Anthony Travel, LLC, GoTickets, Inc., Steve Furgal's International Tennis Tours, CID Entertainment, LLC and Curadora, LLC (each a "Grantor" and, collectively, the "Grantors"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the IP Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Grantors, the other grantors from time to time party thereto and the Agent entered into that certain Guaranty and Security Agreement dated as of September 29, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of September 29, 2016 (the "IP Security Agreement"), in each case, pursuant to which each Grantor mortgaged, pledged and hypothecated to Agent, for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of each Grantor's right, title and interest in and to the following, whether then owned or existing or thereafter created, acquired or arising (collectively the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation those referred to on <u>Schedule 1</u> hereto:
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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, dilution, violation or other impairment thereof;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on December 12, 2017 at Reel 6226, Frame 0083; and

WHEREAS, each Grantor has requested that Agent terminate and release Lien on and its security interest in the Trademark Collateral and reassign any and all rights in the same to such Grantor.

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

1. Agent hereby, without any representation, warranty, recourse or undertaking by Agent, releases, cancels and terminates in its entirety its Lien on and its security interest in all of each Grantor's right, title and interest in, to and under the Trademark Collateral.

- 2. Agent hereby discharges, quit claims, and relinquishes unto each Grantor, reassigns, grants, re-transfers and re-conveys to Grantors, without any representation, warranty, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Intellectual Property Termination and Release with the United States Patent and Trademark Office at the expense of the Credit Parties.
- 3. The Agent agrees to take all further actions, and provide to each Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at the sole cost and expense at the expense of the Credit Parties, to more fully and effectively effectuate the purposes of this Intellectual Property Termination and Release.
- 4. This Intellectual Property Termination and Release is entered into in conjunction with, and not in lieu of, that certain Payoff Letter dated as of February 18, 2020 by and between the Agent, the Credit Parties and other parties thereto.
- 5. This Intellectual Property Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Termination and Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: Kyle Wilson

Its:

Duly Authorized Signatory

## SCHEDULE 1 TO INTELLECTUAL PROPERTY TERMINATION AND RELEASE

# **Trademark Registrations**

## REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Owner
ANTHONYTRAVEL INC.	2577945	6/11/2002	Anthony Travel, LLC
CID PRESENTS	5103477	12/20/2016	CID Entertainment, LLC
CID EXPERIENCE	5021158	8/16/2016	CID Entertainment, LLC
CRASH MY PLAYA	4981644	6/21/2016	CID Entertainment, LLC
CID ENTERTAINMENT	4883855	1/12/2016	CID Entertainment, LLC
CID ENTERTAINMENT	4883853	1/12/2016	CID Entertainment, LLC
CID SPORTS	4883854	1/12/2016	CID Entertainment, LLC
VALLEY MUSIC TRAVEL	4883831	1/12/2016	CID Entertainment, LLC
CURADORA	5261921	8/8/2017	Curadora, LLC
GOTICKETS.COM	2580646	6/18/2002	GoTickets, Inc.
PRIMESPORT	3313709	10/16/2007	PrimeSport, Inc.
DESIGN ONLY	4375497	7/30/2013	Steve Furgal's International Tennis Tours, Inc.

## TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Applicant
ENHANCED EXPERIENCE	87533734	7/19/2017	CID Entertainment, LLC

TRADEMARK REEL: 006867 FRAME: 0404

**RECORDED: 02/19/2020**