

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		04/01/2020	Chartered Bank: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GT GRANDSTANDS, INC.		
Street Address:	544 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3813681	GT GRANDSTANDS	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	PATENTS@DECHERT.COM		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	398176-157490		
NAME OF SUBMITTER:	Erin Peacock		
SIGNATURE:	/Erin Peacock/		
DATE SIGNED:	04/02/2020		
Total Attachments: 5			
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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Release") is made as of April 1, 2020, by **GOLDMAN SACHS BANK USA**, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of **GT GRANDSTANDS, INC.** (the "Grantor").

WITNESSETH

WHEREAS, pursuant to (i) that certain Second Lien Pledge and Security Agreement, dated as of September 29, 2017, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement") and (ii) that certain Second Lien Trademark Security Agreement, dated as of September 29, 2017, by and between Grantor and Collateral Agent (the "Intellectual Property Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under certain Intellectual Property Collateral (as defined in the Security Agreement), including, without limitation, the Trademark Collateral (as defined below) and the trademark (the "Trademark") identified on Schedule A attached hereto (the "IP Security Interest");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 29, 2017 at Reel 6166, Frame 0193; and corrected and recorded on December 5, 2017 at Reel 6240, Frame 0225;

WHEREAS, the Grantor has satisfied in full the terms of the Security Agreement and Intellectual Property Security Agreement and requests a termination and release of the IP Security Interest and the Trademark Collateral, including without limitation, the Trademark; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a termination and release of the IP Security Interest and the Trademark Collateral, including without limitation, the Trademark, as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement as to the Grantor, (b) releases, relinquishes, terminates and discharges the IP Security Interest in its entirety as to the Grantor and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to any of the following (the "Trademark Collateral");

- a. any and all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark); and the goodwill of the business connected with the use of and symbolized by the foregoing;

- 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, present and future infringements or dilutions thereof;
- d. all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- e. all rights corresponding to any of the foregoing.

In each case (a)-(e), excluding any items constituting Excluded Assets (as defined in the Security Agreement) and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements (as defined in the Security Agreement).

2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officer thereunto duly authorized.

GOLDMAN SACHS BANK USA, as Collateral Agent

By: _____

Authorized Signatory

Douglas Fennel
Authorized Signatory

[Signature Page to Trademark Release (2L)]

Schedule A

[see attached]

GT Grandstands Trademark Schedule

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
U. S. Federal	GT GRANDSTANDS	77/867,260 (06-Nov-2009)	3813681 (06-Jul-2010)	GT Grandstands, Inc.	Registered