# CH \$115.00 44

ETAS ID: TM583038

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		06/25/2020	Chartered Bank: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	Kapow Events, Inc.		
Street Address:	205 West Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4402470	KAPOW EVENTS
Registration Number:	4866760	KAPOW
Registration Number:	5257051	KAPOW
Registration Number:	5257052	KAPOW

### CORRESPONDENCE DATA

**Fax Number:** 3129939767

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:** 3129932622

Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 022411-1199	
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/25/2020

**Total Attachments: 3** 

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#### RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (the "Release") is dated as of June 25, 2020 by GOLDMAN SACHS BANK USA ("Goldman Sachs"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties in favor of KAPOW EVENTS, INC., a Delaware corporation (the "Grantor"). All capitalized terms used but not otherwise defined herein having the meanings assigned to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

#### WITNESSETH

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties (including the Grantor), the Lenders from time to time party thereto and Goldman Sachs, as Administrative Agent and Collateral Agent, the Grantor and the Collateral Agent entered into that certain Amended and Restated Security Agreement dated as of November 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent that certain Trademark Security Agreement dated as of July 24, 2018 (the "<u>Trademark Security Agreement</u>") and recorded with the United States Patent and Trademark Office on July 24, 2018 at Reel/Frame No. 6412/0491, pursuant to which the Grantor pledged and granted to the Collateral Agent for its benefit and for the benefit of the other Secured Parties, a Lien on and a first priority security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, the Grantor has requested that the Collateral Agent release its Lien on and security interest in, all of the right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its Lien on and security interest in, all of the right, title and interest in, to and under the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the Trademark Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Grantor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to and under the Trademark Collateral under the Security Agreement and the Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GOLDMAN SACHS BANK USA,

as Collateral Agent

By:

Complete Tension

## SCHEDULE I

to

# RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

# <u>UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS</u>

# United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Kapow Events, Inc.	Kapow Events, Inc.	4,402,470	9/17/2013
Kapow Events, Inc.	Kapow	4,866,760	12/8/2015
Kapow Events, Inc.	KAPOW	5,257,051	8/1/2017
Kapow Events, Inc.	KAPOW (Stylized)	5,257,052	8/1/2017

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**RECORDED: 06/25/2020**