

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP		06/30/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Cruz Bay RS-SPE LLC		
Street Address:	5720 FLATIRON PARKWAY		
City:	BOULDER		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1120914	NASTAR	
Registration Number:	1726359	NASTAR	
CORRESPONDENCE DATA			
Fax Number:	3037867691		
<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:	3037867687		
Email:	mail@db-iplaw.com		
Correspondent Name:	Duft & Bornsen, PC		
Address Line 1:	1319 W Baseline Rd		
Address Line 2:	Suite 100A		
Address Line 4:	Lafayette, COLORADO 80026		
NAME OF SUBMITTER:	Devin Lee Looijen		
SIGNATURE:	/Devin Lee Looijen/		
DATE SIGNED:	07/01/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “**Release**”) is made effective as of June 30, 2020 by **Antares Capital LP**, as the administrative agent and revolver agent (in such capacity, the “**Agent**”), in favor of **Cruz Bay RS-SPE LLC** (“**Grantor**”). Unless otherwise stated herein, capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement dated as of June 6, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), by and among Cruz Bay Publishing, Inc. (the “**Borrower**”), Holdings, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor became party to that certain Guaranty and Security Agreement, dated as of June 6, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Guaranty and Security Agreement**”) and that certain Trademark Security Agreement, dated as of October 28, 2015 (the “**Trademark Security Agreement**” and, together with the Guaranty and Security Agreement, the “**Security Agreements**”), by Grantor and in favor of the Agent, which was recorded in the United States Patent and Trademark Office at Trademark Reel 5658, Frame 0602, pursuant to which the Grantor granted to Agent, for the benefit of the Secured Parties, a security interest in and to Grantor’s right, title and interest in, to all Trademark Collateral (as defined in the Trademark Security Agreement);


WHEREAS, pursuant to the Release Letter, dated as of the date hereof, by Agent and acknowledged and agreed to by the Borrower and Holdings, Agent has agreed that the security interest in and to the Trademark Collateral described on Exhibit A hereto (the “**Released Trademarks**”), shall be terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby terminates, cancels and releases any and all security interests it has against the Released Trademarks, and reassigns any and all right, title and interest it may have in and to the Released Trademarks, including any goodwill symbolized by the foregoing, and all rights to same for past, present, and future infringements thereof, without recourse, to Grantor.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the date set forth above.

ANTARES CAPITAL LP, as Agent

By: 

Name: Phillip Smith

Title: Duly Authorized Signatory

EXHIBIT A
RELEASED TRADEMARKS

[Attached.]

Trademarks

A. United States Service Mark and Trademark Registrations and Applications:

NASTAR (Reg. No. 1120914)

NASTAR (Reg. No. 1726359)

B. Canada Service Mark and Trademark Registrations and Applications:

NASTAR (Reg. No. TMA335379)