

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TPEG Utopia Investors, LLC		10/16/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Utopia Global, Inc.		
Street Address:	405 Washington Blvd., Suite 203		
City:	Mundelein		
State/Country:	ILLINOIS		
Postal Code:	60060		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4252635	EDLM	
Registration Number:	3290985	UTOPIA PERFECTLY POSSIBLE	
CORRESPONDENCE DATA			
Fax Number:	3125778034		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	381456-00004		
NAME OF SUBMITTER:	OSCAR RUIZ		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	10/28/2020		
Total Attachments: 3			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 16, 2020 (the “Effective Date”), is made by TPEG Utopia Investors, LLC, in its capacity as the secured party (the “Secured Party”), in favor of the owner identified on Schedule A attached hereto (the “Grantor”).

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of January 26, 2015, by and among the Secured Party, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Secured Party, in its capacity as Secured Party, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 26, 2015 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 26, 2015 at Reel/Frame 5500/1065;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Secured Party, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Secured Party has acquired any right, title or interest in and to the Collateral under the Trademark Security Agreement, the Secured Party, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Secured Party, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Secured Party agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.


5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**TPEG Utopia Investors, LLC, acting in its
capacity as Secured Party for the Lenders**

**By: Trinity Private Equity Group, LLC,
as its Manager**


By: 
Name: Daniel S. Meader
Title: Managing Member

[Signature Page to Termination and Release of Security Interests in Trademarks]

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**TRADEMARK
REEL: 007089 FRAME: 0345**

**SCHEDULE A
TO
TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
EDLM	85441548	4252635	Utopia Global, Inc.
	78944025	3290985	Utopia Global, Inc.