

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617042

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION, as collateral agent		12/28/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CHAPTER 4 CORP.		
Street Address:	121 Wooster Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4157110	SUPREME	
Registration Number:	4240456	SUPREME	
Registration Number:	4504231	SUPREME	
Registration Number:	4554309	SUPREME	
Registration Number:	5066670	SUPREME	
Registration Number:	5066669	SUPREME	
Registration Number:	5135327	SUPREME	
Registration Number:	5135326	SUPREME	
Registration Number:	5592852	SUP	
Serial Number:	87858906	SUPREME	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		

CH \$265.00 4157110

Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 32643.00018

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/29/2020

Total Attachments: 5

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Release of Security Interest in Trademarks

Release of Security Interest in Trademarks, dated as of December 28, 2020 (“Release”), by HSBC BANK USA, NATIONAL ASSOCIATION, located at 452 5th Avenue, New York, New York 10018, in its capacity as collateral agent pursuant to the Credit Agreement as of May 18, 2018 (in such capacity, the “Collateral Agent”), in favor of CHAPTER 4 CORP., a New York Corporation located at 121 Wooster Street, New York, New York 10012 (the “Grantor”).

WITNESSETH:

WHEREAS, Grantor is a party to a Security Agreement dated as of May 18, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantor was required to execute and deliver an Intellectual Property Security Agreement dated as of May 18, 2018 (the “Intellectual Property Security Agreement”);

WHEREAS, pursuant to the Intellectual Property Security Agreement, as collateral security for the payment and performance in full of the Secured Obligations, Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Collateral of Grantor (the “Trademark Collateral”):

(a) each Trademark constituting Trademark Collateral owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(b) each Trademark license constituting Trademark Collateral to which Grantor is a party, including, without limitation, each Trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(c) all Proceeds of and revenues from the foregoing;

provided that the Trademark Collateral did not include any Excluded Property.

WHEREAS, the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on May 18, 2018 at Reel 6356/ Frame 0681; and

WHEREAS, the Secured Obligations have been paid and performed in full and the Collateral Agent has agreed to release its grant and security interest in the Trademark Collateral.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Release of Lien. The Collateral Agent hereby terminates the Intellectual Property Security Agreement, and hereby terminates, cancels and releases any and all liens and security interests that it has in, to and under the Trademark Collateral.

SECTION 3. Authorization to Record. The Collateral Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

SECTION 4. Further Assurances. The Collateral Agent shall take all further actions, and provide to Grantor, 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 Grantor to more fully and effectively effectuate the purposes of this Release, all at the sole expense of Grantor.

SECTION 5. Choice of Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 6. Counterparts; Electronic Execution. This letter agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this letter agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this letter agreement may be delivered by facsimile, electronic mail (including “.pdf”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[signature page follows]

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

HSBC BANK USA, NATIONAL ASSOCIATION

By: 
Name: Nadav Reichman (Dec 17, 2020 15:55 EST)
Title: VP

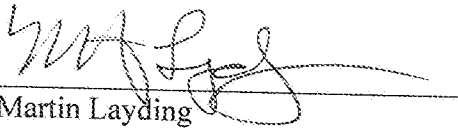
Acknowledged by:

CHAPTER 4 CORP.

By: _____

Name: Martin Layding







Title: Chief Financial Officer and Treasurer

A handwritten signature in black ink, appearing to read 'M. Layding', is written over a horizontal line. The signature is cursive and somewhat stylized.

CHAPTER 4 CORP.

Trademark Collateral

Registered Trademarks:

Owner	Country / State	Mark	Registration / Application No.	Filing Date	Registration Date	Renewal Date
Chapter 4 Corp.	U.S.	SUPREME	4157110	09/16/2011	06/12/2012	06/12/2018
Chapter 4 Corp.	U.S.	SUPREME	4240456	09/16/2011	11/13/2012	11/13/2018
Chapter 4 Corp.	U.S.		4504231	03/06/2013	04/01/2014	04/01/2020
Chapter 4 Corp.	U.S.		4554309	03/06/2013	06/24/2014	06/24/2020
Chapter 4 Corp.	U.S.		5066670	03/19/2014	10/25/2016	10/25/2022
Chapter 4 Corp.	U.S.	SUPREME	5066669	03/19/2014	10/25/2016	10/25/2022
Chapter 4 Corp.	U.S.		5135327	07/13/2015	02/07/2017	02/07/2023
Chapter 4 Corp.	U.S.	SUPREME	5135326	07/13/2015	02/07/2017	02/07/2023
Chapter 4 Corp.	U.S.		5592852	10/19/2016	10/30/2018	10/30/2024
Chapter 4 Corp.	U.S.		87858906	04/02/18	(Abandoned) 02/01/2019	