

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626350

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH, AS COLLATERAL AGENT		01/25/2021	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Nielsen & Bainbridge, LLC
Street Address:	12303 Technology Boulevard
Internal Address:	Suite 950
City:	Austin
State/Country:	TEXAS
Postal Code:	78727
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1153919	ALPHAMAT
Registration Number:	1153917	ALPHAMOUNT
Registration Number:	1236235	ALPHARAG
Registration Number:	3082293	ARCHIVART
Registration Number:	4544333	ARTCARE
Registration Number:	2548281	ARTCARE ALPHALINEN
Registration Number:	1016848	BAINBRIDGE
Registration Number:	2224816	BRISTOL COLLECTION
Registration Number:	4371568	C+H
Registration Number:	1085803	FRAMEKIT
Registration Number:	2701295	NEOPOLITAN
Registration Number:	2566900	NIELSEN BAINBRIDGE
Registration Number:	1305935	NIELSEN
Registration Number:	2222717	NOVACORE
Registration Number:	1651515	NURRE CAXTON
Registration Number:	2886362	SPEEDMOUNT
Registration Number:	1706662	STUDIOTAC

OP \$515.00 1153919

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4665478	VIVIDS
Registration Number:	3273844	RESTORE
Registration Number:	2340194	CANTERBURY MATBOARD

CORRESPONDENCE DATA

Fax Number: 3128324700

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: 3128324500

Email: jrodriguez@foley.com

Correspondent Name: Marshall J. Brown - Foley & Lardner LLP

Address Line 1: 321 North Clark Street

Address Line 2: Suite 3000

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 102813-1079

NAME OF SUBMITTER: Marshall J. Brown

SIGNATURE: /marshall j brown/

DATE SIGNED: 02/15/2021

Total Attachments: 8

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CONFIRMATION OF PARTIAL RELEASE

This Confirmation of Partial Release of Collateral ("Confirmation of Partial Release"), dated as of January 25, 2021, is granted by DEUTSCHE BANK AG NEW YORK BRANCH, as Agent (as defined below) for itself and the other Secured Parties to the Borrower (as defined below).

1. Reference is made to (i) that certain First Lien Credit Agreement, dated as of April 26, 2017 (as amended, restated, amended and restated, refinanced, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among NBG INTERMEDIATE HOLDINGS INC. ("Holdings"), KNB HOLDINGS CORPORATION (the "Borrower"), DEUTSCHE BANK AG NEW YORK BRANCH, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "Administrative Agent") and as collateral agent (in such capacity, and together with its successors and permitted assigns, the "Collateral Agent"), and together with the Administrative Agent, the "Agent"), and each lender from time to time party thereto, (ii) that certain First Lien Security Agreement, dated as of April 26, 2017 (as amended or otherwise modified to date, the "Security Agreement"), among Holdings, the Borrower, certain subsidiaries of Holdings from time to time party thereto, and the Collateral Agent, and (iii) that certain Asset Purchase Agreement, dated as of January 25, 2021, (the "Purchase Agreement"), by and among GB Moulding, LLC, a Delaware limited liability company ("GBM"), MB&F Manufacturing, LLC, a Delaware limited liability company ("MBF"), and Gainesboro Realty Company, LLC, a Delaware limited liability company ("GB Realty"), and collectively with GBM and MBF, the "Buyer") and Nielsen & Bainbridge, LLC, a Delaware limited liability company ("Seller") (the "Purchase Agreement"), a copy of which is attached as Annex A hereto. Capitalized terms used but not defined herein have the meanings assigned, as applicable, in either the Credit Agreement or the Security Agreement.

2. The Borrower hereby notifies the Agent that pursuant to the Purchase Agreement, the Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase and assume from Seller, upon the terms and subject to the conditions set forth in the Purchase Agreement, the Purchased Assets (as defined in the Purchase Agreement), the Assumed Liabilities (as defined in the Purchase Agreement) and the Equity Interests (as defined in the Purchase Agreement), and together with all other assets and properties of the Seller in which a Lien has been granted in favor of the Collateral Agent pursuant to the Collateral Documents, collectively, the "Conveyed Assets") to the Buyer (the "Sale").

3. The Seller has provided the certificate attached as Annex B (the "Officer's Certificate") hereto to the Agent certifying that the sale of the Conveyed Assets and consummation of the transactions contemplated by the Purchase Agreement, as in effect on the date hereof, are permitted by Section 7.04 of the Credit Agreement.

4. Section 10.24 of the Credit Agreement provides that (a) the Lenders irrevocably agree that the Liens granted to the Collateral Agent by the Loan Parties on any Collateral shall be automatically released upon the sale or other transfer of such Collateral (including as part of or in connection with any other sale or other transfer permitted thereunder) to any Person other than another Loan Party, to the extent such sale, transfer or other disposition is made in compliance with the terms of the Credit Agreement (and the Collateral Agent may rely conclusively on the Officer's Certificate to that effect provided to it by the Seller without further inquiry), and (b) that the Lenders authorize the Collateral

Agent to execute and deliver any instruments, documents, and agreements necessary or desirable to evidence and confirm the release of any Collateral pursuant to clause (a) this paragraph, all without the further consent or joinder of any Lender.

5. The Collateral Agent, without covenant or warranty, express or implied and without recourse to it, hereby acknowledges and agrees, in reliance on the Officer's Certificate attached hereto as Annex B, upon consummation of the Sale, that with respect to the Conveyed Assets only, all of the security interests and liens of any kind, nature or description, whenever and however arising, in favor of the Collateral Agent for the benefit of the Lenders and any other Secured Parties under each of the Collateral Documents, are released and such releases are automatic and do not require further action. The Borrower hereby agrees to pay expenses reasonably incurred by the Collateral Agent in connection herewith.

6. Upon consummation of the Sale (and receipt of written notice (which may be via e-mail) from the Borrower that the Sale has been consummated), the Collateral Agent, without covenant or warranty, express or implied and without recourse to it hereby authorizes the Borrower, Buyer or either of their respective counsel, to file (i) the partial release of Intellectual Property Security Agreements in the form attached hereto as Annex C relating to the Conveyed Assets, (ii) the deed of trust termination in the form attached hereto as Annex D and (iii) UCC termination statements in the form attached hereto as Annex E, and this shall be their good and sufficient authority to do so.

7. Except as provided herein, each of the Credit Agreement and the other Loan Documents is confirmed as being in full force and effect. This Confirmation of Partial Release may be executed in any number of counterparts, which together shall constitute one instrument, and shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. This Confirmation of Partial Release shall constitute a Loan Document. This Confirmation of Partial Release shall be governed by and construed in accordance with the laws of the State of New York. The parties hereto may provide signatures to this Confirmation of Partial Release by facsimile or Adobe .pdf file and such facsimile or Adobe .pdf file signatures shall be deemed to be the same as original signatures.

8. The parties may sign this Confirmation of Partial Release and any other Loan Document and transmit the executed copies thereof by electronic means, including facsimile or noneditable *.pdf files. The electronic copy of the executed Confirmation of Partial Release and of any other Loan Document is and shall be deemed an original signature for purposes of this Confirmation of Partial Release or such Loan Document, as the case may be. The words "execution," "execute", "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmation of Partial Release and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Each of the undersigned has caused this Confirmation of Partial Release to be executed and delivered by its duly authorized officer as of the date first above written.

NIELSEN & BAINBRIDGE, LLC


By: 

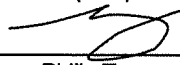
Name: Dave Bushland

Title: Chief Financial Officer

The foregoing is hereby agreed to and accepted:

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: (212) 250-2966

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

[Signature Page to 1L Partial Release]

TRADEMARK
REEL: 007193 FRAME: 0006

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of January 25, 2021 (this "Release"), is made by DEUTSCHE BANK AG NEW YORK BRANCH, as the Collateral Agent for the Secured Parties (the "First Lien Collateral Agent") in favor of NIELSEN & BAINBRIDGE, LLC, a Delaware limited liability company ("N&B Grantor"). Terms used herein but not defined herein shall have the meaning ascribed to such terms, directly or by reference, in the Trademark Security Agreement (as defined below).

WHEREAS, the N&B Grantor, together with the other Grantors party thereto, executed and delivered that certain Security Agreement, dated as of April 26, 2017, in favor of the First Lien Collateral Agent (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, N&B Grantor, together with the other Grantors party thereto, executed and delivered that certain Trademark Security Agreement, dated as of April 26, 2017 in favor of the First Lien Collateral Agent (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on April 27, 2017 at Reel/Frame 6044/0061 with respect to N&B Grantor;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, N&B Grantor, together with the other Grantors party thereto, mortgaged, pledged and granted to the First Lien Collateral Agent, its successors and assigns for the benefit of the Secured Parties, a security interest (the "Security Interest") in the First Lien Trademark Collateral;

WHEREAS, the First Lien Trademark Collateral included all of N&B Grantor's right title and interest in and to the the registered Trademarks and Trademarks for which applications were pending in the United States Patent and Trademark Office set forth in Schedule A hereto, together with (i) all renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, (iv) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights accruing thereunder or pertaining thereto throughout the world, but excluding any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto with the United States Patent and Trademark Office (the "Released Trademark Collateral"), and N&B Grantor has requested that the First Lien Collateral Agent now terminate and release its Security Interest in the Released Trademark Collateral.


NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the First Lien Collateral Agent hereby terminates and releases the Security Interest in the Released Trademark Collateral which had been granted to it by N&B Grantor pursuant to the Security Agreement and the Trademark Security Agreement, and hereby re-assigns to N&B Grantor any right, title and interest it may have in the Released Trademark Collateral, in each case without recourse to, or representation or warranty by, the First Lien Collateral Agent. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the First Lien Collateral Agent in the Trademark Collateral, or any other security interest granted by N&B Grantor or any other Grantors to the First Lien Collateral Agent.


N&B Grantor (and any successor to N&B Grantor, including any person or entity hereafter holding any right, title or interest in and to the Released Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office, at N&B Grantor's sole cost and expense.

[Signature Page Follows]

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as First Lien Collateral Agent

By: 
Name: Yumi Okabe
Title: Vice President
Email: yumi.okabe@db.com
Tel: (212) 250-2966


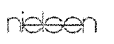
By: 
Name: Philip Tanorra
Title: Vice President
philip.tanorra@db.com
212-250-6576

[Signature Page to Partial Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007193 FRAME: 0009

SCHEDULE A
to Partial Release of Security Interest in Trademarks

Released United States Trademarks

Mark	Owner	Serial Number	Application Filing Date	Registration Number	Registration Date
ALPHAMAT	Nielsen & Bainbridge, LLC	73/231,417	09/14/1979	1,153,919	05/12/1981
ALPHAMOUNT	Nielsen & Bainbridge, LLC	73/231,312	09/14/1979	1,153,917	05/12/1981
ALPHARAG	Nielsen & Bainbridge, LLC	73/327,886	09/14/1981	1,236,235	05/03/1983
ARCHIVART	Nielsen & Bainbridge, LLC	78/611,653	04/19/2005	3,082,293	04/18/2006
ARTCARE	Nielsen & Bainbridge, LLC	85/784,152	11/20/2012	4,544,333	06/03/2014
ARTCARE ALPHALINEN	Nielsen & Bainbridge, LLC	76/012,663	03/29/2000	2,548,281	03/12/2002
BAINBRIDGE	Nielsen & Bainbridge, LLC	73/017,565	04/01/1974	1,016,848	07/29/1975
BRISTOL COLLECTION	Nielsen & Bainbridge, LLC	75/365,730	09/30/1997	2,224,816	02/16/1999
C+H	Nielsen & Bainbridge, LLC	85/784,183	11/20/2012	4,371,568	07/23/2013
FRAMEKIT	Nielsen & Bainbridge, LLC	73/088,030	05/21/1976	1,085,803	02/14/1978
NEOPOLITAN	Nielsen & Bainbridge, LLC	76/317,342	09/25/2001	2,701,295	03/25/2003
	Nielsen & Bainbridge, LLC	76/130,587	09/19/2000	2,566,900	05/07/2002
	Nielsen & Bainbridge, LLC	73/412,561	02/07/1983	1,305,935	11/20/1984
NovaCore	Nielsen & Bainbridge, LLC	75/409,563	12/22/1997	2,222,717	02/09/1999
NURRE CAXTON	Nielsen & Bainbridge, LLC	74/119,993	12/03/1990	1,651,515	07/23/1991
SPEEDMOUNT	Nielsen & Bainbridge, LLC	78/232,478	04/01/2003	2,886,362	09/21/2004
STUDIOTAC	Nielsen & Bainbridge, LLC	74/139,496	02/14/1991	1,706,662	08/11/1992
VIVIDS	Nielsen & Bainbridge, LLC	85/784,835	11/21/2012	4,665,478	01/06/2015
RESTORE	Nielsen & Bainbridge LLC	77/022,037	10/16/2006	3,273,844	08/07/2007
CANTERBURY MATBOARD	Nielsen & Bainbridge LLC	75/554,156	09/15/1998	2,340,194	04/11/2000