

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/16/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SPRING COMMUNICATIONS HOLDING, LLC (f/k/a SPRING COMMUNICATIONS HOLDING, INC.)		
Also Known As:			
Street Address:	12550 Reed Road		
City:	Sugar Land		
State/Country:	TEXAS		
Postal Code:	77478		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3871927	S FACTOR	
Registration Number:	3756823	SPRING MOBILE	
Registration Number:	3447050	SPRING	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	52990.515141 Prime		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	04/27/2021		

OP \$90.00 3871927

Total Attachments: 5

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Partial Release”), dated as of January 16, 2019 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as the Collateral Agent (the “Agent”), in favor of SPRING COMMUNICATIONS HOLDING, LLC, a Delaware limited liability company (f/k/a SPRING COMMUNICATIONS HOLDING, INC., a Delaware corporation) (the “Grantor”).

WHEREAS, the Grantor and GAMESTOP CORP., a Delaware corporation (the “Lead Borrower”), among others, have executed and delivered that certain Second Amended and Restated Patent and Trademark Security Agreement, dated as of March 25, 2014 (the “Trademark Security Agreement”), as amended pursuant to that certain First Amendment to the Second Amended and Restated Patent and Trademark Security Agreement, dated as of November 20, 2017 (the “First Amendment”), to Agent for recording with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel 5244, Frame 890 on March 27, 2014;

WHEREAS, the First Amendment was recorded with the USPTO at Reel 6237, Frame 636 on December 28, 2017;

WHEREAS, the Lead Borrower has (i) contributed all of the equity interests of Grantor to Spring Communications Parent, Inc., a wholly-owned subsidiary of the Lead Borrower and (ii) entered into that certain Equity Purchase Agreement, dated as of November 21, 2018 (the “Spring Communications EPA”) by and among Prime Communications, L.P. and Prime Acquisition Company, LLC (each individually a “Buyer”, and together, the “Buyers”), Spring Communications Parent, Inc. and the Lead Borrower (collectively, the “Seller”), and the Grantor, pursuant to which, inter alia, the Seller has agreed to sell to the Buyers all of the issued and outstanding equity interests in Grantor (collectively, the “Spring Communications Disposition”); and

WHEREAS, in connection with the Spring Communications Disposition, the Lead Borrower has requested that the Agent release, discharge fully and reassign to the Grantor its interest in all Specified Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent 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 Trademark Security Agreement.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to solely the IP Collateral owned by the Grantor and reassigns same to Grantor, including, without limitation, all

of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of the Grantor, whether registered or unregistered, including, without limitation, the trademarks listed on Schedule I annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing (collectively, the "Specified Collateral").

Nothing herein shall be deemed to constitute a release or discharge of the Agent's security interest in any and all other IP Collateral, which security interest remains in full force and effect as of the date hereof.


4. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the law of the State of New York.

Except for the Agent's release of its security interest in the Specified Collateral in paragraph 2 of this Partial Release, all terms and provisions of the Trademark Security Agreement as amended by the First Amendment, shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement as amended by the First Amendment, as further modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Trademark Security Agreement as amended by the First Amendment or the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

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

BANK OF AMERICA, N.A., as Agent

By: 
Name: Andrew Cerussi
Title: Director

Schedule I

Citation	Reg./Appl. No.	Owner	Source	Reg./Appl. Date
AT&T AUTHORIZED RETAILER	686157	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	7/6/2017
AT&T AUTHORIZED RETAILER #2715	669899	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2716	669900	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2717	669901	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2718	669902	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2719	669903	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2721	669906	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2714	669897	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2720	669904	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	2/27/2017
AT&T AUTHORIZED RETAILER #2300	667502	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
AT&T AUTHORIZED RETAILER #2298	667504	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
AT&T AUTHORIZED RETAILER #2297	667505	SPRING COMMUNICATIONS HOLDING, INC.	State/ Louisiana	8/22/2016
SPRING MOBILE	10188805	SPRING COMMUNICATIONS HOLDING, INC.	State/ Nebraska	2/25/2014

SPRING COMMUNICATIONS	10188608	SPRING COMMUNICATIONS HOLDING, INC.	State/ Nebraska	2/20/2014
SPRING MOBILE	WI 20141441415	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wisconsin	2/12/2014
SPRING COMMUNICATIONS	WI20141441416	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wisconsin	2/12/2014
SPRING COMMUNICATIONS	591136	SPRING COMMUNICATIONS HOLDING, INC.	State/ Arizona	2/11/2014
SPRING MOBILE	591132	SPRING COMMUNICATIONS HOLDING, INC.	State/ Arizona	2/11/2014
AT&T AUTHORIZED RETAILER	9034068	SPRING COMMUNICATIONS HOLDING, INC.	State/ Arizona	9/25/2017
SPRING COMMUNICATIONS	2014- 000658529	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wyoming	2/5/2014
SPRING MOBILE	2014- 000658530	SPRING COMMUNICATIONS HOLDING, INC.	State/ Wyoming	2/5/2014
S FACTOR	3871927	SPRING COMMUNICATIONS, INC.	USPTO	11/9/2010
SPRING MOBILE	3756823	SPRING COMMUNICATIONS, INC.	USPTO	3/9/2010
SPRING AND DESIGN	3447050	SPRING COMMUNICATIONS, INC.	USPTO	6/10/2008