

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646087

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS at R/F 6017/0595
RESUBMIT DOCUMENT ID:	900613579

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Agent		04/30/2021	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Cologix Celtics, LLC
Street Address:	2300 15th Street
Internal Address:	Suite 300
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	74596410	SCG

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 2129061209
Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	05/12/2021

Total Attachments: 4

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 30, 2021 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Agent for the Lenders, the L/C Issuers and each of the other Secured Parties (in such capacity, the “Agent”), in favor of COLOGIX CELTICS, LLC (the “Grantor”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain First Lien Guaranty and Security Agreement, dated as of March 20, 2017 in favor of Agent (as may have been amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor executed and delivered that certain First Lien Trademark Security Agreement, dated as of March 20, 2017 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) on March 23, 2017 at Reel/Frame 6017/0595;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor pledged, hypothecated and granted to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in (the “Security Interest”) all of its right, title and interest in, to and under the following Collateral of the Grantor (excluding “intent-to-use” Trademark applications, as and to the extent set forth in the Security Agreement and the Trademark Security Agreement): (a) all of its Trademarks referred to on Schedule I hereto; (b) all renewals of the foregoing; (c) all goodwill associated with the foregoing; and (d) all income, royalties, and proceeds at any time due or payable to Grantor with respect to the foregoing, including all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof, and in each case, all rights to obtain any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (a) terminates and cancels the Trademark Security Agreement, (b) releases, discharges, terminates and cancels the Security Interest in, to and under the Trademark Collateral, and (c) re-assigns to the Grantor any right, title or interest it may have in the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Release, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Delivery of an executed counterpart of a signature page of this Release by facsimile transmission or by “.pdf” or similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Release or any document to be signed in connection with this Release shall be deemed to include electronic signatures, deliveries on electronic platforms 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, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Signature Page Follows]

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

BARCLAYS BANK PLC, as Agent

A handwritten signature in black ink, appearing to read 'May Huang', is positioned above a horizontal line. The signature is stylized and cursive.

By: _____

Name: May Huang

Title: Assistant Vice President

SCHEDULE I

Trademarks

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Owner	Trademark	Serial Number	Registration Number	Date Registered
Colegix Cellics, LLC	SCG	74596410	2014288	11/5/1996

2. TRADEMARK APPLICATIONS

None.