

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Second Avenue Capital Partners LLC		07/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Solstice Marketing Concepts LLC		
Street Address:	40 Bayview Avenue		
City:	Inwood		
State/Country:	NEW YORK		
Postal Code:	11096		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2404845	SOLSTICE	
Registration Number:	3396949	SOLSTICE SUNGLASS BOUTIQUE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Brian E. Reese		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart, LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013024-0008		
NAME OF SUBMITTER:	Brian E. Reese		
SIGNATURE:	/Brian E. Reese/		
DATE SIGNED:	08/05/2021		
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 “Termination and Release”), dated as of July 30, 2021, is made by SECOND AVENUE CAPITAL PARTNERS LLC, in its capacity as administrative agent and collateral agent for certain secured parties, as pledgee, assignee and a secured party (in such capacities, the “Agent”) under the Debtor-in-Possession Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain (i) Senior Secured Super-Priority Debtor-in-Possession ABL Credit Agreement, dated as of April 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Debtor-in-Possession Credit Agreement”), among SOLSTICE MARKETING CONCEPTS LLC, a Delaware limited liability company and a debtor-in-possession (the “Borrower”), FAIRWAY LLC, a Nevada limited liability company (“Parent”), the other Guarantors party thereto from time to time. Agent and the lenders party thereto from time to time and (ii) Security Agreement, dated as of April 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Debtor-in-Possession Security Agreement”), among the Borrower, Parent and Agent;

WHEREAS, pursuant to the Grant of Security Interest in Trademarks, dated as of April 15, 2021 (the “Trademark Security Agreement”) and in conjunction with the security interest granted to the Agent under the Debtor-in-Possession Security Agreement, a lien on and security interest (the “Security Interest”) was granted by the Borrower to the Agent in certain collateral, including the Marks;

WHEREAS, the Trademark Security Agreement was sent for recording in the United States Patent and Trademark Office on April 23, 2021 at Reel/Frame 7257/0614.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Marks, including those Marks listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Marks, and any right, title or interest of the Agent in such Marks shall hereby cease and become void.
3. Recordation. The Agent authorizes the Borrower and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Borrower’s expense.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

SECOND AVENUE CAPITAL PARTNERS LLC,
as Agent

By: 
Name: Mark Gallivan
Title: Managing Director

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

Schedule 1
MARKS

Grantor	Trademark	Country	Application No.	Registration No.	Registration/ Filing Date	Status
Solstice Marketing Concepts LLC	SOLSTICE	United States	75/683,923	2,404,845	11/14/2000	Registered
Solstice Marketing Concepts LLC	SOLSTICE SUNGLASS BOUTIQUE	United States	76/679,740	3,396,949	3/18/2008	Registered