

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC, as Successor Agent		08/16/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BrandMuscle, Inc.
Street Address:	233 SOUTH WACKER DRIVE
Internal Address:	SUITE 4400
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4461286	BRANDMUSCLE
Registration Number:	4461287	BRANDMUSCLE
Registration Number:	3969060	BRANDBUILDERSERVICES
Registration Number:	3969061	BRANDBUILDERPRINT
Registration Number:	3969062	BRANDBUILDERDIGITAL
Registration Number:	3822821	FSI BUILDER
Registration Number:	3287646	BUILDMYAD
Registration Number:	2958033	BRANDPLANNER
Registration Number:	2859911	BRANDASSEMBLER
Registration Number:	2850684	BRANDBUILDER
Registration Number:	2587620	BRANDMUSCLE
Registration Number:	2593907	

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

TRADEMARK

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700, ATTN: IP DEPARTMENT
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 036689.000141

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 08/16/2021

Total Attachments: 3

source=TRSI-T(2) - BSP Agency, LLC, as Successor Agent to Brandmuscle, Inc#page1.tif

source=TRSI-T(2) - BSP Agency, LLC, as Successor Agent to Brandmuscle, Inc#page2.tif

source=TRSI-T(2) - BSP Agency, LLC, as Successor Agent to Brandmuscle, Inc#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 16, 2021 (“Release”), is made by BSP Agency, LLC, a Delaware limited liability company (as successor agent to Business Development Corporation of America, as Administrative Agent (“Prior Agent”) pursuant to the Successor Agent Agreement dated as March 1, 2018 (“Successor Agent Agreement”), the “Successor Agent”) in favor of BrandMuscle, Inc., a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among the Grantor, Prior Agent, and others party thereto, and the Trademark Security Agreement dated as of August 19, 2016 by and among the Grantor and Prior Agent (“Trademark Security Agreement”), Grantor granted to Prior Agent, for the benefit of the Secured Parties, a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor’s right, title and interest in and to all Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on August 22, 2016 at Reel 5860 Frame 0641;

WHEREAS, pursuant to the Successor Agent Agreement and the Notice of Succession of Agency (Intellectual Property) dated as of March 1, 2018 (“IP Notice”) each by and among the Prior Agent and Successor Agent, the Prior Agent resigned as, and Successor Agent was appointed and accepted appointment as, the Administrative Agent, and the security interest granted to the Prior Agent pursuant to the Security Agreement and Trademark Security Agreement was succeeded by and transferred to the Successor Agent; and

WHEREAS, the IP Notice was recorded at the USPTO on May 11, 2018 at Reel 6330 Frame 0869.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, Trademark Security Agreement, or IP Notice.

SECTION 2. Termination and Release. Successor Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all of such Grantor’s right, title and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, Trademark Security Agreement, or IP Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

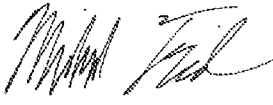
SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Successor Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Successor Agent:

BSP Agency, LLC, as Successor Agent

By: Benefit Street Partners, L.L.C., its sole Member

By: 

Name: Mike Frick

Title: Authorized Signer

Schedule A

**BrandMuscle, Inc.
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by BrandMuscle, Inc.
In Favor of Business Development Corporation of America, as Administrative Agent
Recorded August 22, 2016 at Reel 5860 Frame 0641
Security Interest Assigned In Favor of BSP Agency, LLC, as Successor Agent
Recorded May 11, 2018 at Reel 6330 Frame 0869**

Mark	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/ Applicant
BRANDMUSCLE	2/6/13	4461286	1/7/14	Registered	BrandMuscle, Inc.
BRANDMUSCLE	2/6/13	4461287	1/7/14	Registered	BrandMuscle, Inc.
BRANDBUILDERSERVICES	4/19/10	3969060	5/31/11	Registered	BrandMuscle, Inc.
BRANDBUILDERPRINT	4/19/10	3969061	5/31/11	Registered	BrandMuscle, Inc.
BRANDBUILDERDIGITAL	4/19/10	3969062	5/31/11	Registered	BrandMuscle, Inc.
FSI BUILDER	3/27/09	3822821	7/20/10	Registered	BrandMuscle, Inc.
BUILDMYAD	11/28/06	3287646	9/4/07	Registered	BrandMuscle, Inc.
BRANDPLANNER	3/19/03	2958033	5/31/05	Registered	BrandMuscle, Inc.
BRANDASSEMBLER	5/18/02	2859911	7/6/04	Registered	BrandMuscle, Inc.
BRANDBUILDER	5/18/02	2850684	6/8/04	Registered	BrandMuscle, Inc.
BRANDMUSCLE	10/13/00	2587620	7/2/02	Registered	BrandMuscle, Inc.
Design Only	10/13/00	2593907	7/16/02	Registered	BrandMuscle, Inc.