# OP \$65.00 4927292

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM669114 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT

**RECORDED AT 6689/0773** 

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent		08/19/2021	Banking Corporation: IRELAND

## **RECEIVING PARTY DATA**

Name:	ALTA COMMUNICATIONS, INC. (f/k/a Killer Infographics, Inc.)
Street Address:	230 South Broad Street, Suite 1650
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	Corporation: PENNSYLVANIA

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4927292	KILLER
Registration Number:	4921951	KILLER INFOGRAPHICS

## CORRESPONDENCE DATA

Fax Number:

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1455153 H1
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	08/20/2021

**Total Attachments: 5** 

TRADEMARK REEL: 007398 FRAME: 0745

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#### RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENTS

This RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENTS (the "Release") is made as of August 19, 2021, by THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent for the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the "Collateral Agent"), in favor of ALTA COMMUNICATIONS, INC. (f/k/a Killer Infographics, Inc.) (the "Grantor").

## WITNESSETH

WHEREAS, pursuant to (i) that certain Amended and Restated Pledge and Security Agreement, dated as of June 28, 2019, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "Security Agreement"), (ii) that certain First Lien Trademark Security Agreement, dated as of January 18, 2019, by and between Grantor and Collateral Agent (the "January 2019 Trademark Security Agreement") and (iii) that certain First Lien Trademark Security Agreement, dated as of June 28, 2019, by and between Grantor and Collateral Agent (the "June 2019 Trademark Security Agreement"), together with the January 2019 Trademark Security Agreement, the "Trademark Security Agreements"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Trademark Security Agreements, as applicable), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including, without limitation, the Trademarks identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the January 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 22, 2019 at Reel 6532, Frame 0564;

WHEREAS, the June 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 9, 2019 at Reel 6689, Frame 0773;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Trademark Security Agreements and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Trademark Security Agreements, (b) irrevocably releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Trademarks (including, without limitation, its interest in the trademarks and U.S. trademark registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

- 3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.
- 4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

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IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent

Name: Manus O'Callaghan

Title: Director

By:

Name: Russ Brightly

Title: Director

# Schedule 1

# Release Schedule - Reel/Frame: 6532/0564

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Alta	KILLER	U.S.	87/731180	4927292
Communications, Inc.			20-Aug-	29-Mar-2016
(f/k/a Killer			2015	
Infographics, Inc.)				
Alta	KILLER	Washington		60071
Communications, Inc.		State		26-Jun-2017
(f/k/a Killer				
Infographics, Inc.)				
Alta	KILLER INFOGRAPHICS	U.S.	86/605098	4921951
Communications, Inc.			21-Apr-2015	22-Mar-2016
(f/k/a Killer				
Infographics, Inc.)				
Alta	KILLER INFOGRAPHICS	Washington		55427
Communications, Inc.		State		29-Jun-2012
(f/k/a Killer				
Infographics, Inc.)				
Alta	KILLER INFOGRAPHICS	Washington		60082
Communications, Inc.	and Design	State		26-Jun-2017
(f/k/a Killer	SUMPRESONAL SERVICE			
Infographics, Inc.)	WILLER & & IMIORITY HISO			

# Release Schedule – Reel/Frame: 6689/0773

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date
Alta Communications, Inc. (f/k/a Killer Infographics, Inc.)	KILLER	U.S.	87/731180 20-Aug- 2015	4927292 29-Mar-2016
Alta Communications, Inc. (f/k/a Killer Infographics, Inc.)	KILLER	Washington State		60071 26-Jun-2017
Alta Communications, Inc. (f/k/a Killer Infographics, Inc.)	KILLER INFOGRAPHICS	U.S.	} 0 0, 0 0 0 0 0	4921951 22-Mar-2016

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Group Company	Service Mark	Country	Appln. No./	
			Filing Date	Reg. Date
Alta	KILLER INFOGRAPHICS	Washington		55427
Communications, Inc.		State		29-Jun-2012
(f/k/a Killer				
Infographics, Inc.)				
Alta	KILLER INFOGRAPHICS	Washington		60082
Communications, Inc.	and Design	State		26-Jun-2017
(f/k/a Killer	KILLER 🕪 INFOGRAPHICS			
Infographics, Inc.)	VILLETTI & A MAI DOMNAI 11100			

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**RECORDED: 08/20/2021**