

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN TRADEMARK SECURITY AGREEMENT RECORDED AT 6689/0808		
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:	LRWMOTIVEQUEST, LLC		
Street Address:	200 S. Wacker Dr., Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88132006	LRWMOTIVEQUEST	
Registration Number:	4574606	MOTIVESCAPE	
Registration Number:	3586913	MOTIVEQUEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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 J1		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	08/20/2021		

OP \$90.00 88132006

Total Attachments: 4

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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 **LRWMOTIVEQUEST, LLC** (the “Grantor”).

W I T N E S S E T H

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 October 19, 2016, by and between Grantor and Collateral Agent (the “2016 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 “2019 Trademark Security Agreement”, together with the 2016 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 2016 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 11, 2016 at Reel 5919, Frame 0748;

WHEREAS, the 2019 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 9, 2019 at Reel 6689, Frame 0808;

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]

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**

By: 
Name: Manus O'Callaghan
Title: Director

By: 
Name: Russ Brightly
Title: Director

Schedule 1

Release Schedule – Reel/Frame: 5919/0748

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
LRWMotiveQuest, LLC	MOTIVEQUEST	U.S.	99539933 5-Aug-2008	3586913 10-Mar-2009
LRWMotiveQuest, LLC	MOTIVESCAPE	U.S.	85/958313 12-Jun-2013	4574606 29-Jul-2014

Release Schedule – Reel/Frame: 6689/0808

Trademarks, Trademark Applications and Trademark Licenses

Group Company	Service Mark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date
LRWMotiveQuest, LLC	LRWMOTIVEQUEST	U.S.	88/132006 26-Sep-2018	
LRWMotiveQuest, LLC	MOTIVESCAPE	U.S.	85/958313 12-Jun-2013	4574606 29-Jul-2014
LRWMotiveQuest, LLC	MOTIVEQUEST	U.S.	99539933 5-Aug-2008	3586913 10-Mar-2009