

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST, as administrative agent		10/18/2021	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	AMELIA BAY, LLC		
Street Address:	3851 Lakefield Drive		
City:	Johns Creek		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88661690	AMELIA BAY	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Solomon Leung		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	S. Leung - 19016.0165		
NAME OF SUBMITTER:	SOLOMON LEUNG		
SIGNATURE:	/SOLOMON LEUNG/		
DATE SIGNED:	10/18/2021		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of October 18, 2021 (this “Release”) is made by MIDCAP FINANCIAL TRUST, acting in its capacity as administrative agent (in such capacity, the “Administrative Agent”) under that certain Trademark Security Agreement, dated as of August 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Trademark Security Agreement”) by and between AMELIA BAY, LLC, a Florida limited liability company (formerly known as Back Bay Trading Ltd. dba Amelia Bay, a Georgia corporation) (the “Grantor”) and the Administrative Agent. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on August 7, 2020 at reel 7017, frame 0586, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest and Lien on all of the Grantor’s right, title and interest in, to and under its owned or thereafter acquired Trademark registrations, Trademark applications and Trademark Licenses, including those set forth on the attached Schedule A (the “Trademark Collateral”);

WHEREAS, pursuant to that certain Payoff Letter, dated as of October 18, 2021, by and between among others, the Grantor and the Administrative Agent, the Grantor has requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (the “Released Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the security interest created under the Trademark Security Agreement in the Released Collateral, (b) release its security interest in and Lien on the Released Collateral, (c) discharge any and all rights, title and interest it has in and the security interest granted to the Administrative Agent in the Released Collateral, (d) reassigns all rights and interests it may have in the Released Collateral and (e) authorizes and directs the Grantor and its respective counsel and designees, without further notice, to file this Release with the United States Patent and Trademark Office.

Delivery of an executed signature page to this agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Any signature to this agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this agreement. It is understood and agreed that the words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this agreement shall be deemed to include any electronic signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system 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 similar state laws based on the Uniform Electronic Transactions Act.

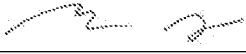
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IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

MIDCAP FINANCIAL TRUST,
as Administrative Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

Trademark	Application Number	Application Date	Status	Owner of Record
AMELIA BAY	88/661,690	October 21, 2019	Pending	Amelia Bay, LLC (f/k/a Back Bay Trading LTD)