

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 6066/0388		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN MARKETING, INC.		
Street Address:	1999 Bryan Street, Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4587160	PREFERRED CHOICE	
Registration Number:	4653759	VALUE CHOICE	
Registration Number:	4653760	VALUE CHOICE	
Registration Number:	2251354	PREFERRED CHOICE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	109764-0105		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	12/27/2021		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **RELEASE OF TRADEMARK SECURITY AGREEMENT**, dated as of December 23, 2021, is made by Cortland Capital Market Services LLC, as collateral agent (in such capacity, the “Grantee”), in favor of Western Marketing, Inc., a Texas corporation (the “Grantor”).

WHEREAS, (i) the Grantor, the Grantee and others are parties to that certain Guaranty and Security Agreement, dated as of July 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and (ii) the Grantor and the Grantee are parties to that certain Trademark Security Agreement, dated as of May 22, 2017 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Grantee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined below), including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the “USPTO”) on May 23, 2017 at Reel 006066 and Frame 0388;

WHEREAS, the Grantee has agreed to terminate and release its security interest in, to and under the Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them (including by reference to other agreements) in the Security Agreement or Trademark Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. *Release of Security Interest.* The Grantee hereby (i) terminates the Trademark Security Agreement, and (ii) terminates, releases, relinquishes and discharges fully all mortgages, liens, and security interests granted to the Grantee for the benefit of itself and the other Secured Parties in the following (collectively, the “Trademark Collateral”):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

- d. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

and reassigns and transfers to the Grantor, without representation, warranty or recourse of any kind, any and all right, title and interest the Grantee may have in, to or under the Trademark Collateral (including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to on Schedule A annexed hereto).


2. *Recordation.* The Grantee hereby authorizes the Grantor, or the Grantor's authorized representative(s), as the case may be, at the Grantor's sole expense, to record this document with the USPTO and any other applicable governmental office or agency. The Grantee further authorizes and requests that the Commissioner for Trademarks in the USPTO, and any other necessary United States government officer, record this document, it being understood that such recordation shall be at the Grantor's sole expense.

3. *Governing Law.* This document shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantee has caused this Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

Trademark Registrations and Trademark Applications

I. U.S. Trademark Registrations

Title	Application No	Application Date	Registration No	Registration Date
PREFERRED CHOICE	85969292	6/25/13	4587160	8/19/14
VALUE CHOICE	85969309	6/25/13	4653759	12/9/14
VALUE CHOICE	85969314	6/25/13	4653760	12/9/14
PREFERRED CHOICE	75463352	4/3/98	2251354	6/8/99