

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708556

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TD Bank, N.A. successor-by-merger to Commerce Bank, N.A.		02/15/2022	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Mitchell & Ness, LLC (successor-in-interest to Mitchell & Ness Nostalgia Company)
Street Address:	121 South Broad Street
Internal Address:	Fourth Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	Limited Liability Company: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2955065	TRADE MARK MITCHELL & NESS
Registration Number:	2961374	DEFINING AUTHENTIC
Registration Number:	2961371	DEFINING AUTHENTIC
Registration Number:	2836695	MITCHELL & NESS
Registration Number:	2836694	MITCHELL & NESS
Registration Number:	2845049	MITCHELL & NESS
Registration Number:	2860284	MITCHELL & NESS
Registration Number:	2860283	MITCHELL & NESS

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: One Manhattan West

Address Line 2: Monique L. Ribando

CH \$215.00 2955065

Address Line 4:	New York, NEW YORK 10001-8602
ATTORNEY DOCKET NUMBER:	235140/1
NAME OF SUBMITTER:	M. Oren Epstein
SIGNATURE:	/MOE/
DATE SIGNED:	02/15/2022
Total Attachments: 3 source=Trademark_Security_Agreement_-_Commerce_Bank (002)#page1.tif source=Trademark_Security_Agreement_-_Commerce_Bank (002)#page2.tif source=Trademark_Security_Agreement_-_Commerce_Bank (002)#page3.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT dated as of February 15, 2022 (this "Release") is made by TD Bank, N.A. successor-by-merger to Commerce Bank, N.A. (the "Lender") in favor of Mitchell & Ness, LLC (successor-in-interest to Mitchell & Ness Nostalgia Company) (the "Grantor"). Capitalized terms used but not defined herein have the meanings provided in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Mitchell & Ness Nostalgia Company and Lender entered into that certain Trademark Security Agreement dated as of January 10, 2007 (the "Trademark Security Agreement") pursuant to which Mitchell & Ness Nostalgia Company granted to Lender a lien on and security interest in all of its right, title, and interest in and to the Trademarks, including the Trademarks set forth on Schedule A hereto, and the registration thereof and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits (collectively, the "Released Trademarks");

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office (the "USPTO") on March 2, 2007, at Reel 3492, Frame 0340;


WHEREAS, Grantor (as successor-in-interest to the Released Trademarks by assignment) has requested that Lender release its lien on and security interest in the Released Trademarks as provided herein to enable Grantor to record this Release with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender agrees, for the benefit of the Grantor, as follows:

1. The Lender does hereby, without recourse, representation or warranty of any kind whatsoever, release, relinquish, and terminate in its entirety and discharges fully its lien on and security interest in all of Grantor's right, title and interest in and to the Released Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto. The Lender, without any recourse, representation or warranty of any kind whatsoever, hereby terminates and cancels the Trademark Security Agreement in its entirety.
2. The Lender hereby authorizes the Grantor or the Grantor's authorized representative to record or file this Release with the USPTO or any other applicable governmental office or agency.
3. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Release and/or any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "**Electronic Signatures**" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

IN WITNESS WHEREOF, Lender has caused this Release to be executed as of the day and year first above written.

**TD Bank, N.A. successor-by-merger to
Commerce Bank, N.A., as Lender**

By: 
Name: Sean R. Jones
Title: Vice President, Workout Officer

SCHEDULE A

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
Trade Mark Mitchell & Ness	2955065	United States	May 24, 2005
Defining Authentic	2961374	United States	June 7, 2005
Defining Authentic	2961371	United States	June 7, 2005
Mitchell & Ness	2836695	United States	April 27, 2004
Mitchell & Ness	2836694	United States	April 27, 2004
Mitchell & Ness	2845049	United States	May 25, 2004
Mitchell & Ness	2860284	United States	July 6, 2004
Mitchell & Ness	2860283	United States	July 6, 2004