

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO HARRIS BANK N.A.		02/16/2022	National Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Mitchell & Ness LLC
<b>Street Address:</b>	235 S 17th Street
<b>City:</b>	Philadelphia
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19107
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4452644	L
Registration Number:	5032104	LOGO ATHLETIC
Registration Number:	4073491	NOSTALGIA CO. MITCHELL & NESS PHILADELPH
Registration Number:	2961371	DEFINING AUTHENTIC
Registration Number:	2836694	MITCHELL & NESS
Registration Number:	2836695	MITCHELL & NESS
Registration Number:	2845049	MITCHELL & NESS
Registration Number:	2860283	MITCHELL & NESS
Registration Number:	2860284	MITCHELL & NESS
Registration Number:	2065302	
Registration Number:	1761450	LOGO ATHLETIC
Serial Number:	88632061	LOGO 7
Serial Number:	86963728	L

## CORRESPONDENCE DATA

Fax Number: 6173417701

*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: 617-951-8132

TRADEMARK

**Email:** linda.salera@morganlewis.com  
**Correspondent Name:** Linda A. Salera, Senior Paralegal  
**Address Line 1:** One Federal Street  
**Address Line 2:** c/o Morgan, Lewis & Bockius LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Linda A. Salera

**SIGNATURE:** /Linda A. Salera/

**DATE SIGNED:** 02/16/2022

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), is dated as of February 16, 2022, and made by **BMO HARRIS BANK N.A.** (the "Grantee"), in favor of **MITCHELL & NESS LLC**, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of December 31, 2019, by and among the Grantor and the Grantee (the "Security Agreement"), the Grantor granted to the Grantee for the benefit of the Grantee and the other Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (as defined in the Security Agreement), including the trademarks and service marks listed on the attached Schedule A, which are registered or applied for in the United States Patent and Trademark Office (collectively, the "Released Trademarks");

WHEREAS, the Security Agreement was recorded with the trademark division of the United States Patent and Trademark Office on December 31, 2019, at Reel/Frame 6828/0770; and

WHEREAS, Grantee now desires to terminate the Security Agreement and terminate, release and discharge its security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby agrees as follows:

1. Definitions. The term "Intellectual Property," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Released Trademarks, including those listed on Schedule A attached hereto.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property (and the Intellectual Property Collateral (as defined in the Security Agreement)) and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Intellectual Property (and the Intellectual Property Collateral (as defined in the Security Agreement)) without recourse or representation or warranty, express or implied, of any kind.

3. Miscellaneous. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**BMO HARRIS BANK N.A.**


By: \_\_\_\_\_

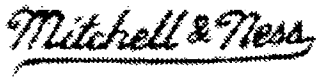

Name: Michael Ganann

Title: Managing Director

**Schedule A**  
**to**  
**Trademark Release**

**Trademark Registrations and Applications**

Trademark	Application Number	Application Date	Registration Number	Registration Date
	85980424	30-AUG-2012	4452644	17-DEC-2013
LOGO ATHLETIC	85717529	30-AUG-2012	5032104	30-AUG-2016
NOSTALGIA CO. <i>Mitchell &amp; Ness</i> PHILADELPHIA, PA. U.S.A.	85294827	14-APR-2011	4073491	20-DEC-2011
DEFINING AUTHENTIC	78316085	20-OCT-2003	2961371	07-JUN-2005
MITCHELL & NESS	78282844	04-AUG-2003	2836694	27-APR-2004
<i>Mitchell &amp; Ness</i>	78282863	04-AUG-2003	2836695	27-APR-2004
<i>Mitchell &amp; Ness</i>	78282205	01-AUG-2003	2845049	25-MAY-2004
MITCHELL & NESS	78272246	09-JUL-2003	2860283	06-JUL-2004

Trademark	Application Number	Application Date	Registration Number	Registration Date
	78272253	09-JUL-2003	2860284	06-JUL-2004
	75177526	07-OCT-1996	2065302	27-MAY-1997
LOGO ATHLETIC	74235175	06-JAN-1992	1761450	30-MAR-1993
LOGO 7	88632061	26-SEP-2019		
	86963728	04-APR-2016		