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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM719084

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

## **CONVEYING PARTY DATA**

Name Formerly		Execution Date	Entity Type	
Blue Torch Finance, LLC		04/01/2022	Limited Liability Company:	

# **RECEIVING PARTY DATA**

Name:	Faneuil, Inc.
Street Address:	2 Eaton Street
Internal Address:	Suite 1002
City:	Hampton
State/Country:	VIRGINIA
Postal Code:	23669
Entity Type:	Corporation: DELAWARE
Name:	Phoenix Color Corp.
Street Address:	18249 Phoenix Drive
City:	Hagerstown
State/Country:	MARYLAND
Postal Code:	21742
Entity Type:	Corporation: DELAWARE
Name:	Realtime Digital Innovations, Inc.
Street Address:	2 Eaton Street
Internal Address:	Suite 1002
City:	Hampton
State/Country:	VIRGINIA
Postal Code:	23669
Entity Type:	Corporation: ILLINOIS

# **PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark			
Serial Number:	86831731	YOU. REALIZED.			
Registration Number:	2964496	VIBRAMOTION			
Registration Number:	1699651	DECOGRAM			
Registration Number:	2785921	LITHOFOIL			
Registration Number:	3608473	PHOENIX COLOR CORP.			

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Property Type Number		Word Mark			
Registration Number:	2954154	INTERACTIVE ILLUSION			
Registration Number:	2513657				
Serial Number:	90383984	VISTIO			

### **CORRESPONDENCE DATA**

Fax Number:

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:** 2128487348

**Email:** eve.hewins@shearman.com

Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Ave

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jordan Altman
SIGNATURE:	/Jordan Altman/
DATE SIGNED:	04/05/2022

### **Total Attachments: 4**

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 1, 2022 ("Release"), is made by Blue Torch Finance, LLC, as collateral agent ("Collateral Agent"), in favor of Faneuil, Inc., Phoenix Color Corp. and Realtime Digital Innovations, Inc. (each a "Grantor" and collectively, the "Grantors").

WHEREAS, Collateral Agent, the Grantors, and certain other borrowers have entered into that certain Pledge and Security Agreement, dated as of June 29, 2021 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to that certain Grant of Security Interest – Trademarks, dated as of June 29, 2021, by and between the Grantors and Collateral Agent (the "<u>Trademark Security Agreement</u>"), the Grantors granted to Collateral Agent, to secure their obligations under the Security Agreement, a security interest in all right, title and interest of each Grantor in and to certain intellectual property;

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") at Reel 7339 Frame 0825 on June 29, 2021;

WHEREAS, each Grantor has satisfied the terms of the Trademark Security Agreement and requests a specific release of the security interest granted and recorded against its intellectual property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby agrees as follows:

**SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement, as applicable.

**SECTION 2**. <u>Termination and Release</u>. Collateral Agent, without representation, warranty, or recourse, hereby:

- (a) terminates the Trademark Security Agreement and terminates, cancels, discharges, and releases all of its security interests in and to all right, title and interest of each Grantor (and any of the borrowers or other obligors under the Security Agreement) in and to all intellectual property (including, but not limited to, all Collateral under the Trademark Security Agreement), whether granted pursuant to the Trademark Security Agreement or otherwise (and including, but not limited to, the Trademarks listed on Schedule A attached hereto);
- (b) assigns and transfers to the Grantors all of their right, title and interest in and to all intellectual property, whether granted pursuant to the Trademark Security Agreement or otherwise (including, but not limited to the Trademarks listed on Schedule A attached hereto), among other things, together with the goodwill of the business symbolized thereby; and
- (c) authorizes the recordation of this Release with the USPTO or any similar office or agency within or outside the United States at the Grantors' expense.

The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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**IN WITNESS WHEREOF,** the Collateral Agent caused this Release to be executed by their duly authorized representatives effective as of the date first written above.

BLUE TORCH FINANCE, LLC

By: Blue Torch Capital LP, its managing member

Title:CEO

# Schedule A

Owned by Faneuil, Inc., Phoenix Color Corp. and Realtime Digital Innovations, Inc.

шпочаноня, шс.	Realtime Digital	Phoenix Color Corp.	Phoenix Color Corp.	Phoenix Color Corp.	Phoenix Color Corp.	Phoenix Color Corp.	Phoenix Color Corp.	Faneuil, Inc.	Company
	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	U.S.	Country
	VISTIO	Miscellaneous Design (brush marks)	INTERACTIVE ILLUSION	PHOENIX COLOR CORP.	LITHOFOIL	DECOGRAM	VIBRAMOTION	You. Realized.	<u>Trademark</u>
(Intent-to-Use)	90383984	2513657 <sup>1</sup>	2954154	3608473	2785921	1699651	2964496	86831731	Application or Registration No.
2020	December 15,	February 13, 1998	January 24, 2003	August 19, 2008	November 4, 2002	September 5, 1991	January 24, 2003	11/25/2015	Filing Date
	•	December 4, 2001	May 24, 2005	April 21, 2009	November 25,	July 7, 1992	July 5, 2005	01/03/2017	Registration Date
	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Assignees

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**RECORDED: 04/05/2022** 

<sup>&</sup>lt;sup>1</sup> Trademark was assigned pursuant to a Trademark Assignment Agreement dated October 2, 2017, between Phoenix Color Corp. and Moore-Langen Printing Company, Inc.