

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		01/25/2021	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	THE IMAGINE GROUP, LLC		
Street Address:	1000 VALLEY PARK DRIVE		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55379		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4832979	IMAGINE! EXPRESS	
Registration Number:	4832834	IMAGINE! EXPRESS	
Registration Number:	4863034	!	
Registration Number:	4863035	!	
Registration Number:	4734355	IMAGINE!	
Registration Number:	4734356	IMAGINE!	
Registration Number:	4734358	IMAGINE!	
Registration Number:	4734359	IMAGINE!	
Registration Number:	4734360	IMAGINE!	
Registration Number:	4734357	IMAGINE!	
Registration Number:	4356806	IMAGINE! PRINT SOLUTIONS	
Registration Number:	4527722	IMAGINE! PRINT SOLUTIONS	
Registration Number:	4356809	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3529982	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3448524	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3448525	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3529983	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3167534	IMAGINE! PRINT SOLUTIONS	
Registration Number:	3084742	IMAGINE! PRINT SOLUTIONS	

OP \$665.00 4832979

Property Type	Number	Word Mark
Registration Number:	4986435	GFX INTERNATIONAL
Registration Number:	4986434	GFX INTERNATIONAL
Registration Number:	4986433	GFX
Registration Number:	3836121	GFX SYMPHONY
Registration Number:	2319050	LPG INTERNATIONAL
Registration Number:	2106336	LPG INTERNATIONAL
Registration Number:	4520798	MIDNIGHT OIL

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	31714.515001 2L
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	04/19/2022

Total Attachments: 5
source=Imagine - 2L Release of Security Interest in Trademarks [Executed](153475816_1)#page1.tif
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (“*Release*”) is granted as of January 25, 2021 by **ROYAL BANK OF CANADA**, as collateral agent for the Secured Parties referred to in the Security Agreement referenced below (the “*Agent*”), in favor of **THE IMAGINE GROUP, LLC**, a Delaware limited liability company (the “*Company*”).

WHEREAS, Imagine! Print Solutions, LLC, Imagine! Express, LLC, GFX International, LLC and Midnight Oil Agency, LLC (each a “*Grantor*” and together, the “*Grantors*”) and the Agent have entered into that certain Second Lien Security Agreement, dated as of June 21, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “*Security Agreement*”); terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement or the applicable Trademark Agreements (defined below);

WHEREAS, the Grantors have executed and delivered the following Trademark Security Agreements (each a “*Trademark Agreement*” and collectively, the “*Trademark Agreements*”), pursuant to which the Grantors granted a security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in each corresponding Trademark Agreement):

- (a) Notice of Grant of Security Interest in Trademarks, dated as of June 21, 2017, among Imagine! Express, LLC and the Agent, which was recorded with the United States Patent and Trademark Office on June 21, 2017, at Reel 6088 and Frame 0556;
- (b) Notice of Grant of Security Interest in Trademarks, dated as of June 21, 2017, among Imagine! Print Solutions, LLC and the Agent, which was recorded with the United States Patent and Trademark Office on June 21, 2017, at Reel 6088 and Frame 0434;
- (c) Notice of Grant of Security Interest in Trademarks, dated as of February 1, 2018, among GFX International, LLC and the Agent, which was recorded with the United States Patent and Trademark Office on February 1, 2018, at Reel 6263 and Frame 0784; and
- (d) Notice of Grant of Security Interest in Trademarks, dated as of June 21, 2017, among Midnight Oil Agency, LLC and the Agent, which was recorded with the United States Patent and Trademark Office on June 21, 2017, at Reel 6088 and Frame 0453;

WHEREAS, the Company has become the successor-in-interest to the respective Grantors’ rights and obligations under each of the Trademark Agreements pursuant to: (i) the Certificate of Amendment of Certificate of Formation of Imagine! Print Solutions, LLC, dated July 16, 2018 where Imagine! Print Solutions, LLC changed its name to the Company, (ii) the Certificate of Merger dated December 17, 2019 where Imagine! Express, LLC and GFX International, LLC were each merged into the Company and (iii) the Trademark Assignment, dated September 11, 2019 where Midnight Oil Agency, LLC assigned its ownership of Trademark Registration No: 4520798 to the Company; and

WHEREAS, the Agent (acting at the direction of the Lenders) now desires to terminate and discharge fully its interest in the Trademark Collateral described in each Trademark Agreement, including, for the avoidance of doubt, the Trademarks identified in Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent does hereby release, terminate, cancel and discharge fully any and all liens and security interests it may have in and to the Trademark Collateral (as defined in each Trademark Agreement). If, and to the extent that the Agent has acquired any right, title and interest in, to, and under the Trademark Collateral (as defined in each Trademark Agreement), the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Company. The Agent terminates and cancels the Trademark Agreements.

The Agent agrees to take all further actions, and provide to the Company and its respective 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 Company, at the Company's sole cost and expense, to more fully and effectively effectuate the purposes of this Release; provided that any such further action shall be without representation or warranty by, or recourse to, the Agent or any Lender. The Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the present Termination and Release of Security Interest in Trademarks.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination and Release of Security Interest in Trademarks as of the date above first written.

ROYAL BANK OF CANADA, as Collateral Agent

By: 

Name: Susan Khokher

Title: Manager, Agency

SCHEDULE A

Trademark Registrations

R/F No: 6088-0556

TRADEMARK	REG. NO	REG. DATE
IMAGINE! EXPRESS	4832979	10/13/2015
IMAGINE! EXPRESS	4832834	10/13/2015

R/F No: 6088-0434

TRADEMARK	REG. NO /	REG. DATE
!	4863034	12/01/2015
!	4863035	12/01/2015
IMAGINE!	4734355	05/12/2015
IMAGINE!	4734356	05/12/2015
IMAGINE!	4734358	05/12/2015
IMAGINE!	4734359	05/12/2015
IMAGINE!	4734360	05/12/2015
IMAGINE!	4734357	05/12/2015
IMAGINE! PRINT SOLUTIONS	4356806	06/25/2013
IMAGINE! PRINT SOLUTIONS	4527722	05/13/2014
IMAGINE! PRINT SOLUTIONS	4356809	06/25/2013
IMAGINE! PRINT SOLUTIONS	3529982	11/11/2008
IMAGINE! PRINT SOLUTIONS	3448524	06/17/2008
IMAGINE! PRINT SOLUTIONS	3448525	06/17/2008

IMAGINE! PRINT SOLUTIONS	3529983	11/11/2008
IMAGINE! PRINT SOLUTIONS	3167534	11/07/2006
IMAGINE! PRINT SOLUTIONS	3084742	04/25/2006

R/F No: 6263-0784

TRADEMARK	REG. NO	REG. DATE
GFX INTERNATIONAL	4986435	06/28/2016
GFX INTERNATIONAL	4986434	06/28/2016
GFX	4986433	06/28/2016
GFX SYMPHONY	3836121	08/17/2010
LPG INTERNATIONAL	2319050	02/15/2000
LPG INTERNATIONAL	2106336	10/21/1997

R/F No: 6088-0453

TRADEMARK	REG. NO	REG. DATE
MIDNIGHT OIL	4520798	04/29/2014