

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC, as Collateral Agent		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	US PONY HOLDINGS, LLC		
Street Address:	1450 BROADWAY, 3RD FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2899929		
Registration Number:	1193225		
Registration Number:	2899930		
Registration Number:	1224322		
Registration Number:	1286086		
Registration Number:	1286085		
Registration Number:	2741220	PONY	
Registration Number:	2666380	PONY	
Registration Number:	2668890	PONY	
Registration Number:	2746335	PONY	
Registration Number:	2878297	PONY	
Registration Number:	2666379	PONY	
Registration Number:	1040116	PONY	
Registration Number:	4092564	PRODUCT OF NEW YORK	
Registration Number:	2680800	CITY WINGS	
Registration Number:	2717274	CITY WINGS	
Registration Number:	6555431	PONY	
Serial Number:	88449048		
Serial Number:	90737409	PONY	

CH \$565.00 2899929

Property Type	Number	Word Mark
Serial Number:	97033593	CITY WINGS
Serial Number:	97138277	PONY
Serial Number:	97138471	PONY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37754.00034
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2022

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “**Release**”) is made as of August 22, 2022 by SILVER POINT FINANCE, LLC, as the Collateral Agent (in such capacity, the “**Collateral Agent**”), in favor of US PONY HOLDINGS, LLC (the “**Grantor**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WHEREAS, the Grantor is a party to that certain (i) Security Agreement, dated as of August 4, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) by and among the Grantor the other grantors party thereto and the Collateral Agent, and (ii) Trademark Security Agreement, dated as of March 31, 2022, in favor of the Collateral Agent (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office at Reel 7685, Frame 0801 on April 8, 2022;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest (the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the Trademark Collateral, including the Trademark set forth on Schedule A hereto;

WHEREAS, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in and to the Trademark Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Collateral as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, the Security Interest in and to all of the Grantor’s right, title, and interest in and to the Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents, and do all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor’s sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

SILVER POINT FINANCE, LLC,
as the Collateral Agent








By:  _____










Name: Jesse Dorigo




Title: Authorized Signatory

SCHEDULE A

Trademarks:

<u>Brand</u>	<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Trademark Image</u>	<u>Status</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Classes</u>
Pony	US Pony Holdings LLC	United States			Allowed	05/28/2019	88/449,048			018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	05/26/2021	90/737,409.			028
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Pending	09/17/2021	97/033,593			025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	11/22/2021	97/138,277			025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Pending	11/22/2021	97/138,471			009
Pony	US PONY HOLDINGS, LLC	United States			Registered	11/04/2003	78/323,142	11/02/2004	2,899,929	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	01/28/1980	73/247,809	04/06/1982	1,193,225	025

Pony	US PONY HOLDINGS, LLC	United States			Registered	11/04/2003	78/323,146	11/02/2004	2,899,930	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/06/1979	73/226,124	01/18/1983	1,224,322	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/18/1982	73/380,543	07/17/1984	1,286,086	025
Pony	US PONY HOLDINGS, LLC	United States			Registered	08/18/1982	73/380,542	07/17/1984	1,286,085	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,981	07/29/2003	2,741,220	018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,982	12/24/2002	2,666,380	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/377,048	12/31/2002	2,668,890	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/377,047	08/05/2003	2,746,335	018
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,979	08/31/2004	2,878,297	018

Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	03/01/2002	76/376,980	12/24/2002	2,666,379	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	01/17/1974	73/011,177	05/25/1976	1,040,116	25
Pony	US PONY HOLDINGS, LLC	United States	PRODUCT OF NEW YORK		Registered	06/09/2011	85/341,773	01/24/2012	4,092,564	025
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Registered	04/18/2002	76/396,809	01/28/2003	2,680,800	025
Pony	US PONY HOLDINGS, LLC	United States	CITY WINGS		Registered	04/18/2002	76/396,808	05/20/2003	2,717,274	025
Pony	US PONY HOLDINGS, LLC	United States	PONY		Registered	01/30/2018	87/776,497	11/09/2021	6,555,431	025

Pending Trademark Applications:

None.

#4875-8133-2526v2

TRADEMARK

REEL: 007841 FRAME: 0395

RECORDED: 09/06/2022