

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753613

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 the Collateral Agent		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IP HOLDINGS UNLTD 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: 48			
Property Type	Number	Word Mark	
Registration Number:	5324085	CUT & SEW	
Registration Number:	3136581	CUT&SEW	
Registration Number:	5476067	ECKO FUNCTION	
Registration Number:	2516030	ECKO UNLIMITED	
Registration Number:	2516031	ECKO UNLTD.	
Registration Number:	2978103	ECKO UNLTD.	
Registration Number:	5525517	ECKO UNLTD. MMA	
Registration Number:	5476009	ECKORED	
Registration Number:	3781500	MARC ECKO	
Registration Number:	4138180	MARC ECKO	
Registration Number:	4317354	MARC ECKO	
Registration Number:	5324084	MARC ECKO	
Registration Number:	5411208	MARC ECKO	
Registration Number:	4246347		
Registration Number:	2729329		
Registration Number:	2978104		
Registration Number:	3160067		
Registration Number:	3788000		
Registration Number:	4150607		

CH \$1215.00 5324085

Property Type	Number	Word Mark
Registration Number:	2890165	
Registration Number:	4610019	
Registration Number:	3347319	
Registration Number:	4099450	
Registration Number:	4091679	
Registration Number:	3088851	UNLTD.
Registration Number:	4150585	UNLTD.
Registration Number:	4175891	UNLTD.
Registration Number:	5346638	UNLTD.
Registration Number:	4096631	UNLTD. BY MARC ECKO
Registration Number:	3023843	WORLD FAMOUS RHINO BRAND
Registration Number:	5146986	WORLD FAMOUS RHINO BRAND
Serial Number:	88049995	ECKO UNLTD.
Serial Number:	88081082	
Serial Number:	88365352	
Serial Number:	88033591	UNLTD.
Serial Number:	88629904	UNLTD.
Serial Number:	88218177	UNLTD. BY MARC ECKO
Serial Number:	90447611	ECKO UNLTD.
Serial Number:	90830159	ECKO UNLTD.
Serial Number:	88906277	MARC ECKO
Serial Number:	88906301	
Serial Number:	90582700	
Serial Number:	90830185	
Serial Number:	90737440	
Serial Number:	88906306	UNLTD.
Serial Number:	90218542	UNLTD. BY MARC ECKO
Serial Number:	90218609	UNLTD. BY MARC ECKO
Serial Number:	90589224	UNLTD. BY MARC ECKO

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: 6

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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 IP HOLDINGS UNLTD 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 August 4, 2021, in favor of the Collateral Agent (the “**Trademark Security Agreement**”), which was recorded with the United States Patent and Trademark Office at Reel 7379, Frame 0972 on August 5, 2021;

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>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class(es)</u>
Ecko	United States	CUT & SEW	Registered	04/04/2014	86/243,195	10/31/2017	5,324,085	025
Ecko	United States	CUT&SEW	Registered	03/22/2004	78/388,502	08/29/2006	3,136,581	025
Ecko	United States	ECKO FUNCTION	Registered	04/04/2016	86/963,265	05/22/2018	5,476,067	025
Ecko	United States	ECKO UNLIMITED	Registered	01/29/1998	75/425,541	12/11/2001	2,516,030	025
Ecko	United States	ECKO UNLTD.	Allowed	07/24/2018	88/049,995			009
Ecko	United States	ECKO UNLTD.	Registered	01/29/1998	75/425,542	12/11/2001	2,516,031	025
Ecko	United States	ECKO UNLTD.	Registered	12/15/2000	78/039,450	07/26/2005	2,978,103	018
Ecko	United States	ECKO UNLTD. MMA	Registered	11/07/2016	87/228,484	07/24/2018	5,525,517	025
Ecko	United States	ECKORED	Registered	02/22/2016	86/915,307	05/22/2018	5,476,009	025
Ecko	United States	MARC ECKO	Registered	11/13/2006	77/042,265	04/27/2010	3,781,500	003
Ecko	United States	MARC ECKO	Registered	08/22/2011	85/403,915	05/08/2012	4,138,180	025
Ecko	United States	MARC ECKO	Registered	11/20/2008	77/618,579	04/09/2013	4,317,354	025
Ecko	United States	MARC ECKO	Registered	04/04/2014	86/243,144	10/31/2017	5,324,084	025
Ecko	United States	MARC ECKO	Registered	06/19/2017	87/495,164	02/27/2018	5,411,208	009
Ecko	United States	Rhino in Heart Design	Registered	01/26/2010	77/920,539	11/20/2012	4,246,347	025
Ecko	United States	Rhino Logo	Allowed	08/16/2018	88/081,082			028
Ecko	United States	Rhino Logo	Allowed	04/01/2019	88/365,352			021
Ecko	United States	Rhino Logo	Registered	08/28/2002	78/158,878	06/24/2003	2,729,329	025
Ecko	United States	Rhino Logo	Registered	12/15/2000	78/039,457	07/26/2005	2,978,104	009 014 018
Ecko	United States	Rhino Logo	Registered	07/02/2004	78/445,519	10/17/2006	3,160,067	035
Ecko	United States	Rhino Logo	Registered	07/01/2008	77/512,694	05/11/2010	3,788,000	003
Ecko	United States	Rhino Logo	Registered	02/19/2010	77/939,965	05/29/2012	4,150,607	009
Ecko	United States	Rhino Logo	Registered	08/28/2002	78/158,725	09/28/2004	2,890,165	025

Ecko	United States	Rhino Logo	Registered	01/19/2011	85/220,838	09/23/2014	4,610,019	009
Ecko	United States	Scissor Design	Registered	03/13/2007	77/129,203	12/04/2007	3,347,319	025
Ecko	United States	Scissor Design	Registered	08/25/2009	77/812,026	02/14/2012	4,099,450	025
Ecko	United States	Standing Rhino design	Registered	05/04/2010	85/029,445	01/24/2012	4,091,679	025
Ecko	United States	UNLTD.	Allowed	07/11/2018	88/033,591			009
Ecko	United States	UNLTD.	Allowed	09/25/2019	88/629,904			035
Ecko	United States	UNLTD.	Registered	06/10/2004	78/976,703	05/02/2006	3,088,851	025
Ecko	United States	UNLTD.	Registered	01/20/2010	77/915,878	05/29/2012	4,150,585	003
Ecko	United States	UNLTD.	Registered	10/24/2008	77/600,241	07/17/2012	4,175,891	025
Ecko	United States	UNLTD.	Registered	02/06/2015	86/527,288	11/28/2017	5,346,638	009
Ecko	United States	UNLTD. BY MARC ECKO	Allowed	12/05/2018	88/218,177			024
Ecko	United States	UNLTD. BY MARC ECKO	Registered	01/20/2010	77/915,862	02/07/2012	4,096,631	003
Ecko	United States	WORLD FAMOUS RHINO BRAND	Registered	03/19/2004	78/976,042	12/06/2005	3,023,843	025
Ecko	United States	WORLD FAMOUS RHINO BRAND	Registered	03/17/2014	86/223,508	02/21/2017	5,146,986	018

Pending Trademark Applications

<u>Brand</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Class(es)</u>
Ecko	United States	ECKO UNLTD.	Pending	01/04/2021	90/447,611			009
Ecko	United States	ECKO UNLTD.	Pending	07/15/2021	90/830,159			09 12 28
Ecko	United States	MARC ECKO	Pending	05/07/2020	88/906,277			009 010
Ecko	United States	Rhino Logo	Pending	05/07/2020	88/906,301			009 010
Ecko	United States	Rhino Logo	Pending	03/16/2021	90/582,700			003 008 010 011 021 025
Ecko	United States	Rhino Logo	Pending	07/15/2021	90/830,185			09 12 28
Ecko	United States	Rhino Logo	Pending	05/26/2021	90/737,440			009
Ecko	United States	UNLTD.	Pending	05/08/2020	88/906,306			009 010

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Ecko	United States	UNLTD. BY MARC ECKO	Pending	09/28/2020	90/218,542			020 024 027
Ecko	United States	UNLTD. BY MARC ECKO	Pending	09/28/2020	90/218,609			024
Ecko	United States	UNLTD. BY MARC ECKO	Pending	03/19/2021	90/589,224			020

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