TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755227

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Release (Reel 5334 / Frame 0089)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/13/2022	Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	WAPA America, Inc.	
Street Address:	2000 Ponce de Leon Blvd., Suite 500	
City:	Coral Gables	
State/Country:	FLORIDA	
Postal Code:	33134	
Entity Type:	Corporation: DELAWARE	
Name:	WAPA Holdings, LLC	
Street Address:	2000 Ponce de Leon Blvd., Suite 500	
City:	Coral Gables	
State/Country:	FLORIDA	
Postal Code:	33134	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3108724	WAPA-AMERICA
Registration Number:	4513395	WAPA AMERICA

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/		
DATE SIGNED:	09/14/2022	
Total Attachments: 6		
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 13, 2022 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature pages hereto (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of July 30, 2013, by and among the Agent as successor to Deutsche Bank AG New York Branch (the "Original Agent"), the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of July 30, 2013 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office and further, the Original Agent granted the Notice of Succession of Agency REEL/FRAME 5081/0319 and recorded with the United States Patent and Trademark Office on July 31, 2014 at Reel/Frame 5334/0089 (the "<u>Trademark Assignment</u>");

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the Trademark Security Agreement or the Trademark Assignment, as applicable.
- 2. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule A ("<u>Released Trademark Collateral</u>") attached hereto, arising under the Security Agreement, the Trademark Security Agreement and the Trademark Assignment. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement or the Trademark Assignment, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement and the Trademark Assignment.
- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to the Grantors and its 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.
- 5. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement, the Trademark Security Agreement or the Trademark_Assignment. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement, the Trademark Security Agreement and the Trademark Assignment with respect to all such other collateral, and the Agent's

security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

6. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMorgan Chase Bank, N.A., acting in its capacity as collateral agent for the Lenders

By:

Name: James A. Knight

Title: Executive Director

GRANTORS:

WAPA America, Inc.

By: 100 3800

Name: Alan J. Sokol

Title: President

WAPA Holdings, LLC

By: /// JM//

Name: Alan J. Sokol

Title: President

[Signature Page - WAPA IP Release]

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SCHEDULE A

Trademarks:

RECORDED: 09/14/2022

* 07/31/2014 Assignment of trademark security interest from DB to JPM at Reel 5334 / Frame 0089

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	WAPA America, Inc.	WAPA-AMERICA	78473358	08/25/200 4	3108724	06/27/2006
2.	WAPA Holdings, LLC	WAPA AMERICA & Design Wapa	85830400	01/23/201	4513395	04/15/2014