

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SECOND AVENUE CAPITAL PARTNERS LLC		12/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SOLSTICE MARKETING CONCEPTS LLC
Street Address:	1460 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE
Name:	Fairway LLC
Street Address:	1781 Village Center Circle, Suite 120
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89134
Entity Type:	Limited Liability Company: NEVADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	90820350	SOLSTICE
Registration Number:	3396949	SOLSTICE SUNGLASS BOUTIQUE

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: 530-304-6922
Email: mberens@gemcapsolutions.com
Correspondent Name: Michael Berens
Address Line 1: 9901 I.H. 10 West, Suite 800
Address Line 2: GEMCAP SOLUTIONS, LLC
Address Line 4: San Antonio, TEXAS 20036

OP \$65.00 90820350

ATTORNEY DOCKET NUMBER:	1867070
NAME OF SUBMITTER:	Ramona Garcia
SIGNATURE:	/Ramona Garcia/
DATE SIGNED:	12/28/2022

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of December 22, 2022, is made by SECOND AVENUE CAPITAL PARTNERS LLC, in its capacity as administrative agent and collateral agent for certain secured parties, as pledgee, assignee and a secured party (in such capacities, the "Agent") under the Debtor-in-Possession Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is made to that certain (i) ABL Credit Agreement, dated as of July 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SOLSTICE MARKETING CONCEPTS LLC, a Delaware limited liability company and a debtor-in-possession (the "Borrower"), FAIRWAY LLC, a Nevada limited liability company ("Parent"), the other Guarantors party thereto from time to time. Agent and the lenders party thereto from time to time and (ii) Security Agreement, dated as of July 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Parent and Agent;

WHEREAS, pursuant to the Grant of Security Interest in Trademarks, dated as of July 30, 2021 (the "Trademark Security Agreement") and in conjunction with the security interest granted to the Agent under the Security Agreement, a lien on and security interest (the "Security Interest") was granted by the Borrower to the Agent in certain collateral, including the Marks;

WHEREAS, the Trademark Security Agreement was sent for recording in the United States Patent and Trademark Office on August 5, 2021 at Reel/Frame 7379/0491.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Marks, including those Marks listed on Schedule 1 hereto.

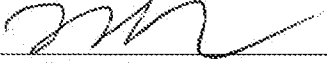
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Trademark Security Agreement.
2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby terminates, releases and discharges any and all Security Interest in the Marks, and any right, title or interest of the Agent in such Marks shall hereby cease and become void.
3. Recordation. The Agent authorizes the Borrower and its designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority at the Borrower's expense.

[Signature page follows]

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

SECOND AVENUE CAPITAL PARTNERS LLC,
as Agent

By: 
Name: Michael Russell
Title: Managing Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007932 FRAME: 0541

Schedule 1
MARKS

Grantor	Trademark	Country	Application No.	Registration No.	Registration/ Filing Date	Status
Solstice Marketing Concepts LLC	SOLSTICE	United States	90820350		7/9/2021	Filed/Pending
Solstice Marketing Concepts LLC	SOLSTICE SUNGLASS BOUTIQUE	United States	76/679,740	3,396,949	3/18/2008 7/20/2007	Registered