

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS AT R/F 7746/0118		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		09/27/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kigo, Inc.		
Street Address:	2201 Lakeside Blvd.		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88053807	O	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049646-0535		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/04/2023		
Total Attachments: 3			
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PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 27, 2022 (the “Effective Date”), is made by, GOLDMAN SACHS BANK USA, as Collateral Agent for the Secured Parties (in such capacity, the “Agent”), in favor of KIGO, INC., a Delaware corporation (the “Grantor”). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Second Lien Security Agreement by and among the Grantor, the Agent, and certain other parties, dated as of April 22, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor and certain other grantors executed and delivered an Intellectual Property Agreement Supplement (Trademarks), dated as of June 8, 2022 (the “Trademark Security Agreement”), which was recorded in the United States Patent and Trademark Office (“USPTO”) with respect to the Grantor’s trademarks on June 8, 2022 at Reel/Frame 7746/0118;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor and the other grantors party thereto collaterally assigned, pledged and granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on (the “Security Interest”) the Additional Collateral;

WHEREAS, the Additional Collateral included all of the Grantor’s right, title and interest in and to: (i) the trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, set forth in Schedule I hereto, together with the goodwill symbolized thereby; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing; (iii) any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages or injunctive relief; and (iv) any and all proceeds of, collateral for, income, royalties and other payments then or thereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing (collectively, the “Released Trademark Collateral”); and

WHEREAS, the Grantor has requested the Agent to release the Security Interest in the Released Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) releases, discharges, terminates and cancels the Security Interest in the Released Trademark Collateral, and (ii) re-assigns to the Grantor any right, title or interest it may have in the Released Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind. For the avoidance of doubt, except as expressly set forth above, nothing herein shall affect the Security Interest held by the Agent in the Additional Collateral, or any other security interest granted by the Grantor or any other grantors to the Collateral Agent.

The Grantor, and any successor to such Grantor (including any person or entity hereafter holding any right, title or interest in or to the Released Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized representatives as of the Effective Date.

GOLDMAN SACHS BANK USA, as Collateral Agent




By: _____

Name: Maria Riaz

Title: Authorized Signatory

SCHEDULE I

Registered Trademarks:

Owner	Mark	Application No.	Registration No.	Filing Date	Registration Date
Kigo, Inc.	O & Design 	88053807	6511782	7/26/2018	10/5/2021