# OP \$115.00 3155584

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM799111

SUBMISSION TYPE:	NEW ASSIGNMENT
	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MUFG UNION BANK, N.A.		03/01/2017	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	TMO LLC
Street Address:	111 John Street
Internal Address:	Suite 800
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3155584	WE PARK NEW YORK
Registration Number:	2446997	ICON
Registration Number:	1246109	WE PARK NEW YORK
Registration Number:	2338797	

### **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:** 6142803550

**Email:** results-uccteam6@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:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/30/2023

TRADEMARK REEL: 008026 FRAME: 0674

# Total Attachments: 5 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif

TRADEMARK REEL: 008026 FRAME: 0675

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?				
MUFG UNION BANK, N.A.	Name: TMO LLC				
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership	Street Address: 111 John Street, Suite 800				
Corporation- State:	City: New York State: NY				
☐ Other National Association					
Citizenship (see guidelines) United States	Country: U.S. Zip: 10038				
Additional names of conveying parties attached? Yes No	T Vossoigues Custelleub				
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship				
Execution Date(s) March 1, 2017	Limited Partnership Citizenship				
Assignment Merger	Corporation Citizenship				
Security Agreement Change of Name	Other_LLC Citizenship Delaware  If assignee is not domiciled in the United States, a domestic				
TERMINATION AND RELEASE OF SECURITY Other_INTEREST IN INTELLECTUAL PROPERTY	representative designation is attached: Yes No (Designations must be a separate document from assignment)				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	I identification or description of the Trademark.  B. Trademark Registration No.(s)				
A. Trademark Application No.(s) Text	See Attached Schedule A				
See Attached Schedule A	Additional sheet(s) attached? X Yes No				
C. Identification or Description of Trademark(s) (and Filing	Market Market				
5. Name & address of party to whom correspondence concerning document should be mailed:  Name:	6. Total number of applications and registrations involved:				
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address:	Authorized to be charged to deposit account Enclosed				
City:	8. Payment Information:				
State: Zip:					
Phone Number:	D				
Docket Number:	Deposit Account Number				
Email Address:	Authorized User Name				
9. Signature: /s/ Theresa Volano	March 30, 2023				
Signature	Date				
Theresa Volano  Name of Person Signing	Total number of pages including cover 5 sheet, attachments, and document:				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "*Termination and Release*"), dated as of March 1, 2017, is made by MUFG UNION BANK, N.A. (the "*Collateral Agent*") in favor of TMO LLC, a Delaware limited liability company (the "*Grantor*").

# WITNESSETH:

WHEREAS, Citizens Icon Holdings, LLC, (the "Borrower") the other grantors from time to time party thereto, The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch, as administrative agent (in such capacity, the "Administrative Agent"), the Collateral Agent, and MUFG Union Bank, N.A., as account bank, are parties to an Amended and Restated Master Security and Accounts Agreement dated as of October 30, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent security interests in certain Intellectual Property Collateral;

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Intellectual Property Security Agreement, dated as of September 30, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement," capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the IP Security Agreement), under which the Grantor mortgaged, pledged and granted to the Collateral Agent a lien on, and security interest in and to, all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 30, 2014, at Reel 5371 and Frame 0477 with respect to the United States trademark registrations set forth on <u>Schedule A</u> hereto;

WHEREAS, the Grantor has requested that the Collateral Agent: (a) terminate and release all liens and interests of the Collateral Agent in the Intellectual Property Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office and any other appropriate governmental authorities; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interests in the Intellectual Property Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its Security Interests in the Intellectual Property Collateral.

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

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- 1. <u>Release of Security Interests</u>. The Collateral Agent hereby terminates, discharges and releases to the Grantor any right, title or interest (including the Security Interests) in or to the Intellectual Property Collateral, including the Intellectual Property Collateral listed on <u>Schedule A</u>, and any right, title or interest of the Collateral Agent in such Intellectual Property Collateral shall hereby cease and become void.
- 2. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Grantor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Grantor of the Security Interests contemplated hereby.
- 3. <u>Recordation</u>. The Collateral Agent authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Termination and Release.
- 4. <u>Governing Law</u>. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MUFG UNION BANK, N.A., as Collateral Agent

By:

Name: Title: Rafsel E. Miranda Vice President

**REEL: 008026 FRAME: 0679** 

# Schedule A

# INTELLECTUAL PROPERTY

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None.

# **Patents**

None.

# **Trademarks**

Registrant	Trademark	Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
TMO LLC	WE PARK NEW YORK	U.S. Federal	76600234	7/1/2004	3155584	10/17/2006	Registered
TMO LLC	ICON	U.S. Federal	75728812	6/9/1999	2446997	4/24/2001	Registered
TMO LLC	WE PARK NEW YORK	U.S. Federal	73377078	7/28/1982	1246109	7/19/1983	Registered (Supplemental Register); Section 8/9 Renewal in grace period- due 1/19/2014 with additional fee
TMO LLC Listed owner TM0 LLC (sp)		U.S. Federal	75749037	6/15/1999	2338797	4/4/2000	Registered

TRADEMARK
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**RECORDED: 03/30/2023**