

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company		06/07/2023	banking corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Banner Seventeen, LLC		
Street Address:	100 Causeway Street, Suite 1210		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85645233	C	
Serial Number:	77542337	CELTICS CLUB GREEN	
Serial Number:	77542346	CLUB GREEN	
CORRESPONDENCE DATA			
Fax Number:	2132897739		
<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:	2134262619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 S Figueroa Street Suite 4100		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	104517.372765		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	06/12/2023		
Total Attachments: 6			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 7th day of June, 2023 (the “Release Date”) by Wilmington Trust Company, a Delaware banking corporation, in its capacity as Collateral Trustee (the “Collateral Trustee”) under the Collateral Indenture referred to herein, for the benefit the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, Grantor is party to (i) the separate and several Note Purchase Agreements, each dated as of July 11, 2013 (as amended, restated, amended and restated, supplemented, extended or otherwise modified, collectively, the “Series B Note Purchase Agreements”), which Series B Note Purchase Agreements govern the terms of the Series B Senior Secured Notes due July 11, 2023 (“Series B Notes”), issued by Grantor to the holders thereof, (ii) the separate and several Note Purchase Agreements, each dated as of April 22, 2015 (as amended, restated, amended and restated, supplemented, extended or otherwise modified, collectively, the “Series D and E Note Purchase Agreements”), which Series D and E Note Purchase Agreements govern the terms of the Series D Senior Secured Notes due July 11, 2023 (“Series D Notes”), issued by Grantor to the holders thereof and the Series E Senior Secured Notes due July 11, 2023 (“Series E Notes”), issued by Grantor to the holders thereof and (iii) the separate and several Note Purchase Agreements, each dated as of November 13, 2020 (as amended, restated, amended and restated, supplemented, extended or otherwise modified, collectively, the “Series F Note Purchase Agreements”), which Series F Note Purchase Agreements govern the terms of the Series F Senior Secured Notes due 2028 (“Series F Notes”), issued by Grantor to the holders thereof (the Series B Note Purchase Agreements, the Series D and E Note Purchase Agreements and the Series F Note Purchase Agreements, collectively, the “Note Purchase Agreements”);

WHEREAS, in connection with the Note Purchase Agreements, the Grantor is party to that certain Collateral Indenture, dated as of April 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Indenture”), by and between Grantor and the Collateral Trustee;

WHEREAS, pursuant to the Collateral Indenture, the Grantor has entered into that certain Grant of Security Interest in Trademarks, dated as of April 28, 2006 with Collateral Trustee (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which the Grantor granted to Collateral Trustee security interests and liens in and to certain assets of the Grantor, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”);

WHEREAS, Collateral Trustee has recorded with the United States Patent and Trademark Office (the “USPTO”), at and Reel 005065, Frame 0741, a notice of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Trademark Security Agreement have been satisfied and the Grantor has requested that Collateral Trustee release its security interest in the Marks.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the applicable Note Purchase Agreement, the Collateral Indenture or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Trustee, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Marks, including the Marks set forth on Schedule A attached hereto, arising under the Collateral Indenture or the Trademark Security Agreement, as applicable. If and to the extent that the Collateral Trustee has acquired any right, title or interest in and to the Marks under any Trademark Security Agreement, the Collateral Trustee, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Termination. The Collateral Trustee, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Recordation of Release. Collateral Trustee understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

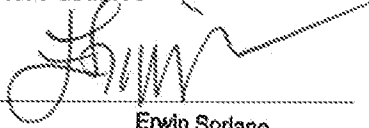
5. Further Assurances. Collateral Trustee further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantor and the cost and expense of such documents and actions shall be borne solely by the Grantor.

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

[Signature page follows.]

IN WITNESS WHEREOF, Collateral Trustee has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

WILMINGTON TRUST COMPANY,
as Collateral Trustee

By: 
Name: Erwin Soriano
Title: Vice President

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

TRADEMARK
REEL: 008097 FRAME: 0719

*Accepted and agreed to
as of the date first written above:*

BANNER SEVENTEEN, LLC,
as Grantor

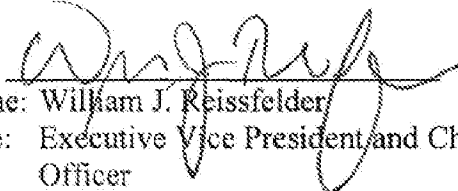
By: 
Name: William J. Reissfelder
Title: Executive Vice President and Chief Financial
Officer

EXHIBIT A

See attached

Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark: Letter "C" Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	85/645233	6/6/12	Application Pending	

Mark: CELTICS CLUB GREEN and Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	77/542337	8/8/08	3678666	9/8/09

Mark: CLUB GREEN and Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	77/542346	8/8/08	3678667	9/8/09