

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839098

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 6585, Frame 0660

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as collateral agent		09/13/2023	Banking Corporation: GERMANY

RECEIVING PARTY DATA

Name:	Collegiate Licensing Company, LLC (successor to IMG College Licensing, LLC)
Street Address:	1075 Peachtree Street NE, Suite 3300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Limited Liability Company: GEORGIA
Name:	IMG College Premium Events, LLC
Street Address:	2400 Dallas Parkway, Suite 500
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Liability Company: DELAWARE
Name:	IMG College, LLC
Street Address:	2400 Dallas Parkway, Suite 500
City:	Plano
State/Country:	TEXAS
Postal Code:	75093
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1578038	OFFICIALLY LICENSED COLLEGIATE PRODUCTS
Registration Number:	1660161	VIDEOSEAT
Registration Number:	1891318	THE COLLEGIATE LICENSING COMPANY
Registration Number:	1891319	CLC
Registration Number:	2071504	COLLEGIATE LICENSING COMPANY CLC

Property Type	Number	Word Mark
Registration Number:	2242390	ISP
Registration Number:	2152121	ISP
Registration Number:	3163116	COLLEGE VAULT
Registration Number:	3221094	OFFICIALLY LICENSED COLLEGIATE PRODUCTS
Registration Number:	3190259	COLLEGE COLORS DAY
Registration Number:	2997757	AMERICA'S HOME FOR COLLEGE SPORTS
Registration Number:	3687577	THE QUAD
Registration Number:	4091998	SECTION 101
Registration Number:	4287752	I COLLEGE HOOPS
Registration Number:	4641636	SATURDAY RITUAL
Registration Number:	4446389	COLLEGE COLORS
Registration Number:	4502627	CONNECTING PASSIONATE FANS TO COLLEGE BR
Registration Number:	4664355	ROCK YOUR COLORS
Registration Number:	4595449	ROCK YOUR COLORS
Registration Number:	4646072	PLAYMAKER'S CLUB
Registration Number:	4551064	PARTY BOX
Registration Number:	4997132	HOLIDAY CHEER SECTION
Registration Number:	4997133	HOLIDAY CHEER SECTION
Registration Number:	4997134	SPREAD CHEER WITH COLLEGE GEAR
Registration Number:	4997136	SPREAD CHEER WITH COLLEGE GEAR
Registration Number:	5239189	CV
Registration Number:	5150008	CLC INSIGHTS
Serial Number:	85611551	STUDENT SECTION

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1111779-2653-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 09/13/2023

Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Second Lien Security Interest in Trademarks (“Release”) is made as of September 13, 2023, by **DEUTSCHE BANK AG NEW YORK BRANCH** as collateral agent (in such capacity, together with its successors and assigns, “Collateral Agent”) for the Secured Parties in favor of **COLLEGIATE LICENSING COMPANY, LLC** (successor to IMG COLLEGE LICENSING, LLC), a Georgia limited liability company with an address at 1075 Peachtree Street NE, Suite 3300, Atlanta, Georgia 30309, **IMG COLLEGE PREMIUM EVENTS, LLC**, a Delaware limited liability company with an address at 2400 Dallas Parkway, Suite 500, Plano, TX 75093, and **IMG COLLEGE, LLC**, a Delaware limited liability company with an address at 2400 Dallas Parkway, Suite 500, Plano, TX 75093 (each, a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Security Agreement (each as defined below), as applicable.

W I T N E S S E T H:

WHEREAS, reference is made to (i) the Second Lien Credit Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, Learfield Communications, LLC, a Delaware limited liability company, as Borrower, A-L Group Holdings, LLC, the lenders from time to time party thereto, and Deutsche Bank AG New York Branch, in its capacities as administrative agent and Collateral Agent; and (ii) the Second Lien Pledge and Security Agreement, dated as of December 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, Grantors entered into that certain Second Lien Trademark Security Agreement Supplement No. 2 dated March 8, 2019 (the “Trademark Security Agreement”) with Collateral Agent, notice of which was recorded on March 8, 2019 at the United States Patent and Trademark Office at Reel 6585, Frame 0660;

WHEREAS, under the terms of the Trademark Security Agreement, as security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, pledged, collaterally assigned, mortgaged, transferred and granted to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title or interest in, to or under the Additional Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in **Schedule A**; and

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Additional Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A, as herein provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Collateral Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, cancels, terminates and discharges (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) all of its Security Interest in the Additional Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) and any right, title or interest of the Collateral Agent in the Additional Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed on Schedule A, shall hereby cease and become void. If and to the extent the Collateral Agent has acquired any right, title or interest in and to the Additional Trademark Collateral (as defined in the Trademark Security Agreement), including without limitation the Trademarks listed in Schedule A, the Collateral Agent hereby re-transfers, re-conveys and re-assigns (in each case, without any recourse to, or any representation or warranty by, the Collateral Agent) such right, title or interest to the Grantors.

The Collateral Agent hereby terminates and cancels the Trademark Security Agreement (without any recourse to, or representation by, the Collateral Agent).

The Collateral Agent hereby agrees, upon reasonable request and at the sole expense of the Grantors, to duly execute, acknowledge, procure and deliver such further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.


This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Collateral Agent

By: 
Name: Philip Tancorra
Title: Director
philip.tancorra@db.com
212-250-6576

By: 
Name: Lauren Danbury
Title: Vice President

**SCHEDULE A
TRADEMARKS**

	Owner	
1	Collegiate Licensing Company, LLC	Serial #: <u>73788274</u> Filing Dt: 03/21/1989 Reg #: <u>1578038</u> Reg. Dt: 01/16/1990 Mark: OFFICIALLY LICENSED COLLEGIATE PRODUCTS
2	IMG College, LLC	Serial #: <u>74127111</u> Filing Dt: 12/31/1990 Reg #: <u>1660161</u> Reg. Dt: 10/08/1991 Mark: VIDEOSEAT
3	Collegiate Licensing Company, LLC	Serial #: <u>74451888</u> Filing Dt: 10/29/1993 Reg #: <u>1891318</u> Reg. Dt: 04/25/1995 Mark: THE COLLEGIATE LICENSING COMPANY
4	Collegiate Licensing Company, LLC	Serial #: <u>74451889</u> Filing Dt: 10/29/1993 Reg #: <u>1891319</u> Reg. Dt: 04/25/1995 Mark: CLC
5	Collegiate Licensing Company, LLC	Serial #: <u>75092669</u> Filing Dt: 04/17/1996 Reg #: <u>2071504</u> Reg. Dt: 06/17/1997 Mark: COLLEGIATE LICENSING COMPANY CLC
6	IMG College, LLC	Serial #: <u>75239139</u> Filing Dt: 02/10/1997 Reg #: <u>2242390</u> Reg. Dt: 05/04/1999 Mark: ISP
7	IMG College, LLC	Serial #: <u>75239142</u> Filing Dt: 02/10/1997 Reg #: <u>2152121</u> Reg. Dt: 04/21/1998 Mark: ISP
8	Collegiate Licensing Company, LLC	Serial #: <u>76592860</u> Filing Dt: 05/18/2004 Reg #: <u>3163116</u> Reg. Dt: 10/24/2006 Mark: COLLEGE VAULT
9	Collegiate Licensing Company, LLC	Serial #: <u>76647158</u> Filing Dt: 09/21/2005 Reg #: <u>3221094</u> Reg. Dt: 03/27/2007 Mark: OFFICIALLY LICENSED COLLEGIATE PRODUCTS
10	Collegiate Licensing Company, LLC	Serial #: <u>76647256</u> Filing Dt: 09/22/2005 Reg #: <u>3190259</u> Reg. Dt: 12/26/2006 Mark: COLLEGE COLORS DAY
11	IMG College, LLC	Serial #: <u>78451534</u> Filing Dt: 07/15/2004 Reg #: <u>2997757</u> Reg. Dt: 09/20/2005 Mark: AMERICA'S HOME FOR COLLEGE SPORTS
12	Collegiate Licensing Company, LLC	Serial #: <u>78804597</u> Filing Dt: 02/01/2006 Reg #: <u>3687577</u> Reg. Dt: 09/22/2009 Mark: THE QUAD
13	Collegiate Licensing Company, LLC	Serial #: <u>85153473</u> Filing Dt: 10/15/2010 Reg #: <u>4091998</u> Reg. Dt: 01/24/2012 Mark: SECTION 101
14	Collegiate Licensing Company, LLC	Serial #: <u>85492362</u> Filing Dt: 12/11/2011 Reg #: <u>4287752</u> Reg. Dt: 02/12/2013 Mark: I COLLEGE HOOPS

15	Collegiate Licensing Company, LLC	Serial #: <u>85611551</u> Filing Dt: 04/30/2012 Reg #: NONE Reg. Dt: Mark: STUDENT SECTION
16	Collegiate Licensing Company, LLC	Serial #: <u>85677549</u> Filing Dt: 07/16/2012 Reg #: <u>4641636</u> Reg. Dt: 11/18/2014 Mark: SATURDAY RITUAL
17	Collegiate Licensing Company, LLC	Serial #: <u>85764658</u> Filing Dt: 10/26/2012 Reg #: <u>4446389</u> Reg. Dt: 12/10/2013 Mark: COLLEGE COLORS
18	Collegiate Licensing Company, LLC	Serial #: <u>85764674</u> Filing Dt: 10/26/2012 Reg #: <u>4502627</u> Reg. Dt: 03/25/2014 Mark: CONNECTING PASSIONATE FANS TO COLLEGE BRANDS
19	Collegiate Licensing Company, LLC	Serial #: <u>85894406</u> Filing Dt: 04/03/2013 Reg #: <u>4664355</u> Reg. Dt: 12/30/2014 Mark: ROCK YOUR COLORS
20	Collegiate Licensing Company, LLC	Serial #: <u>85981800</u> Filing Dt: 04/03/2013 Reg #: <u>4595449</u> Reg. Dt: 09/02/2014 Mark: ROCK YOUR COLORS
21	IMG College, LLC	Serial #: <u>86005058</u> Filing Dt: 07/09/2013 Reg #: <u>4646072</u> Reg. Dt: 11/25/2014 Mark: PLAYMAKER'S CLUB
22	IMG College Premium Events, LLC	Serial #: <u>86094339</u> Filing Dt: 10/17/2013 Reg #: <u>4551064</u> Reg. Dt: 06/17/2014 Mark: PARTY BOX
23	Collegiate Licensing Company, LLC	Serial #: <u>86819273</u> Filing Dt: 11/13/2015 Reg #: <u>4997132</u> Reg. Dt: 07/12/2016 Mark: HOLIDAY CHEER SECTION
24	Collegiate Licensing Company, LLC	Serial #: <u>86819284</u> Filing Dt: 11/13/2015 Reg #: <u>4997133</u> Reg. Dt: 07/12/2016 Mark: HOLIDAY CHEER SECTION
25	Collegiate Licensing Company, LLC	Serial #: <u>86819294</u> Filing Dt: 11/13/2015 Reg #: <u>4997134</u> Reg. Dt: 07/12/2016 Mark: SPREAD CHEER WITH COLLEGE GEAR
26	Collegiate Licensing Company, LLC	Serial #: <u>86819304</u> Filing Dt: 11/13/2015 Reg #: <u>4997136</u> Reg. Dt: 07/12/2016 Mark: SPREAD CHEER WITH COLLEGE GEAR
27	Collegiate Licensing Company, LLC	Serial #: <u>86875783</u> Filing Dt: 01/14/2016 Reg #: <u>5239189</u> Reg. Dt: 07/11/2017 Mark: CV
28	Collegiate Licensing Company, LLC	Serial #: <u>87076403</u> Filing Dt: 06/18/2016 Reg #: <u>5150008</u> Reg. Dt: 02/28/2017 Mark: CLC INSIGHTS

TRADEMARK