

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks Recorded at Reel 6207, Frame 0483		
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:	Paciolan, LLC		
Street Address:	2400 Dallas Parkway, Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Patron Solutions, L.P.		
Street Address:	2400 Dallas Parkway, Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Partnership: PENNSYLVANIA		
Name:	Ballena Technologies, LLC		
Street Address:	2400 Dallas Parkway, Suite 500		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2407828	NEW ERA TICKETS	
Registration Number:	2948486	PACIOLAN YOUR TICKETS, YOUR WAY.	
Registration Number:	3974551	PACIOLAN	
Registration Number:	4458930	SEATS3D	
Registration Number:	4465424	BALLENA TECHNOLOGIES	
Registration Number:	4465573	BALLENA TECHNOLOGIES INC.	

CH \$165.00 2407828

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
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NAME OF SUBMITTER:	Justine Lu
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SIGNATURE:	/Justine Lu/
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DATE SIGNED:	09/13/2023
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Total Attachments: 4

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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 **PACIOLAN, LLC**, a Delaware limited liability company with an address at 2400 Dallas Parkway, Suite 500, Plano, Texas 75093, **PATRON SOLUTIONS, L.P.**, a Pennsylvania limited partnership with an address at 2400 Dallas Parkway, Suite 500, Plano, Texas 75093, and **BALLENA TECHNOLOGIES, LLC**, a California limited liability company with an address at 2400 Dallas Parkway, Suite 500, Plano, Texas 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 a certain Second Lien Trademark Security Agreement Supplement dated November 16, 2017 (the “Trademark Security Agreement”) with Collateral Agent, notice of which was recorded on November 16, 2017 at the United States Patent and Trademark Office at Reel 6207, Frame 0483;

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
Director
philip.tancorra@db.com
Title: 212-250-6576

By: 

Name: Lauren Danbury
Vice President
Title:

SCHEDULE A
TRADEMARKS

	Owner	
1	Patron Solutions, L.P.	Serial #: <u>75634647</u> Filing Dt: 02/05/1999 Reg #: <u>2407828</u> Reg. Dt: 11/28/2000 Mark: NEW ERA TICKETS
2	Paciolan, LLC	Serial #: <u>76203698</u> Filing Dt: 02/01/2001 Reg #: <u>2948486</u> Reg. Dt: 05/10/2005 Mark: PACIOLAN YOUR TICKETS, YOUR WAY.
3	Paciolan, LLC	Serial #: <u>85160653</u> Filing Dt: 10/25/2010 Reg #: <u>3974551</u> Reg. Dt: 06/07/2011 Mark: PACIOLAN
4	Ballena Technologies	Serial #: <u>85934614</u> Filing Dt: 05/16/2013 Reg #: <u>4458930</u> Reg. Dt: 12/31/2013 Mark: SEATS3D
5	Ballena Technologies	Serial #: <u>85935777</u> Filing Dt: 05/17/2013 Reg #: <u>4465424</u> Reg. Dt: 01/14/2014 Mark: BALLENA TECHNOLOGIES
6	Ballena Technologies	Serial #: <u>85942181</u> Filing Dt: 05/24/2013 Reg #: <u>4465573</u> Reg. Dt: 01/14/2014 Mark: BALLENA TECHNOLOGIES INC.