

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM848664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks recorded at R/F 5936/0985		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Security Benefit Corporation		10/10/2023	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Morgans Group LLC		
Street Address:	101 N. 10th Street		
Internal Address:	Studio 204		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3891645	DELANO	
Registration Number:	2115849	DELANO	
Serial Number:	86644330	DELANO	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	061587-0029		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	10/25/2023		
Total Attachments: 3			
source=Morgans Group Release of Security Interest in Trademarks DELANO (exec) (updated schedule)#page1.tif			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of October 10, 2023, by SECURITY BENEFIT CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the other Secured Parties, in favor of MORGANS GROUP LLC (the “Grantor”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Guaranty and Security Agreement (as defined below).

WHEREAS, pursuant to (i) that certain Guaranty and Security Agreement, dated as of November 30, 2016, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), and (ii) that certain Trademark Security Agreement, dated as of November 30, 2016, in favor of the Agent (the “Trademark Security Agreement”), the Grantor mortgaged, pledged, hypothecated and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in all of the Grantor’s right, title and interest in, to and under the following Collateral of the Grantor, other than Excluded Property (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the “USPTO”) on December 6, 2016 at Reel/Frame 5936/0985;

WHEREAS, the Grantor and the other grantors under the Guaranty and Security Agreement have previously satisfied in full the payment and performance of the Secured Obligations; and

WHEREAS, the Grantor has requested that the Agent execute and deliver this Release to evidence the release of its Lien on and security interest in the Trademark Collateral for filing and recordation with the USPTO.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Agent (on behalf of itself and the Secured Parties) hereby (a) releases, terminates and discharges its Lien on and security interest in the Trademark Collateral, (b) terminates the Trademark Security Agreement, and (c) re-assigns and re-conveys to the Grantor any and all right, title or interest the Agent or any of the Secured Parties may have in, to or under the Trademark Collateral.

[Signature Page Follows]

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

SECURITY BENEFIT CORPORATION,
as Agent

By: 
Name: Blaine Hirsch
Title: Vice President

SCHEDULE 1**TRADEMARKS**

Mark	Application Number	Application Date	Registration Number	Registration Date
DELANO	76/698283	06-JUL-2009	3891645	21-DEC-2010
DELANO	75/179802	10-OCT-1996	2115849	25-NOV-1997
DELANO	86/644330	28-MAY-2015	--	--