TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM856259

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Resolute Capital Partners Fund III, L.P.		11/22/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Peachtree Tents and Events Opco, LLC	
Street Address:	1400 West Marietta Street NW	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30318	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4405037	CREATING GREAT EXPERIENCES!

CORRESPONDENCE DATA

Fax Number: 2124466460

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: 2124464727

Email: hayley.smith@kirkland.com

Kirkland & Ellis LLP **Correspondent Name:** Address Line 1: Attn: Hayley Smith Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	53947 -1	
NAME OF SUBMITTER:	Hayley Smith	
SIGNATURE:	/Hayley Smith/	
DATE SIGNED:	11/27/2023	

Total Attachments: 3

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> TRADEMARK REEL: 008269 FRAME: 0663

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 22, 2023 ("<u>Release</u>"), is made by Resolute Capital Partners Fund III, L.P., as Collateral Agent ("<u>Collateral Agent</u>") in favor of Peachtree Tents and Events Opco, LLC, a Delaware limited liability company ("<u>Issuer</u>").

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement dated as of July 5, 2016 (as amended, modified, extended or restated from time to time, the "Note Purchase Agreement") by and among the Issuer, Collateral Agent, and others party thereto, Issuer granted to the Collateral Agent, for the benefit of the Noteholders, a security interest in, and a lien on, all of Issuer's right, title and interest in and to all trademarks, trademark rights, trade names, and trade name rights, including the trademark registrations and trademark applications listed on Schedule A attached hereto, together with all goodwill, income, royalties, damages and payments now and hereafter due and payable thereunder and with respect thereto (collectively, "Trademark Collateral"); and

WHEREAS, pursuant to the Note Purchase Agreement, Issuer executed and delivered to Collateral Agent the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on July 12, 2016 at Reel 5834 Frame 0063 ("<u>Notice</u>").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Noteholders, and Issuer agree as follows:

- **SECTION 1**. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or Notice.
- **SECTION 2**. <u>Termination and Release</u>. Collateral Agent, on behalf of the Noteholders, without any representation, warranty, recourse, or undertaking of any kind (whether express or implied), hereby:
- (a) terminates the Notice and terminates, cancels, discharges, and releases the security interest in, and the lien on, all of Issuer's right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Note Purchase Agreement or Notice; and
 - (b) authorizes the recordation of this Release with the USPTO at Issuer's expense.
- **SECTION 3**. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
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IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Noteholders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Resolute Capital Partners Fund III, L.P., as Collateral Agent

By:

Resolute Capital SBIC Partners, LLC,

its General Partner

Name:

Title:

13409902v2

Schedule A

Peachtree Tents and Events Opco, LLC (Delaware Limited Liability Company)

U.S. Trademark Subject to Security Interest Granted by Peachtree Tents and Events Opco, LLC In Favor of Resolute Capital Partners Fund III, L.P., as Collateral Agent Recorded July 12, 2016 at Reel 5834 Frame 0063

Trademark Registration

Mark	Reg. No.	Reg. Date
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13409902v3

RECORDED: 11/27/2023

TRADEMARK REEL: 008269 FRAME: 0666