

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 7566/0349		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHURCHILL AGENCY SERVICES LLC, as Agent		01/08/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WINGPOINT VENTURE GROUP, LLC		
Street Address:	7861 NE Day Rd		
Internal Address:	Suite 210		
City:	BAINBRIDGE ISLAND		
State/Country:	WASHINGTON		
Postal Code:	98110		
Entity Type:	Limited Liability Company: WASHINGTON		
Name:	THE LUMINATIONS GROUP HOLDINGS, LLC		
Street Address:	40 LAKE SHORE DRIVE		
City:	WEST WINDSOR		
State/Country:	NEW JERSEY		
Postal Code:	08550		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6093559	WINGPOINT	
Registration Number:	4474969	FLEXXFORCE TEAM	
Registration Number:	4474968	FLEXXFORCE	
Registration Number:	4474937	SEARCHLIGHT SOCIALSCAN	
Registration Number:	6445830	LUMINATIONS CONNEXIONS	
Registration Number:	3247190	THE LUMINATIONS GROUP	
Registration Number:	3247189	THE LUMINATIONS GROUP	
Registration Number:	3439078	FLEXXFORCE	
Registration Number:	3452036	LUMINATIONS LIGHTNING STRIKE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		

CH \$240.00 6093559

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 096939-30380

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 01/08/2024

Total Attachments: 4

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TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (“Termination and Release”), dated as of January 8, 2024 is made by CHURCHILL AGENCY SERVICES LLC, as administrative agent (in such capacity, the “Agent”) in favor of WINGPOINT VENTURE GROUP, LLC and THE LUMINATIONS GROUP HOLDINGS, LLC LLC (collectively, the “Grantors”). Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement (as defined below) or the Credit Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of January 24, 2022 (the “Trademark Security Agreement”), the Grantors granted a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement) in favor of the Agent, including the trademark registrations and trademark applications listed on Schedule A hereto and made a part hereof, which was recorded in the United States Patent and Trademark Office on January 24, 2022 at Reel 7566, Frame 0349.

WHEREAS, the Grantors have satisfied in full their obligations under and in respect of that certain Credit Agreement, dated as of December 29, 2020, by and among MPG Buyer, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), and the Trademark Security Agreement executed in connection therewith, and requests a release of the security interest in the Trademark Collateral granted thereunder; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and terminate and release its security interest in the Trademark Collateral, including the trademark registrations and trademark applications listed on Schedule A hereto, and to reassign any and all rights, title, and interest in the same to the applicable Grantors, as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agent, for itself and for the benefit of the Secured Parties, hereby irrevocably terminates the Trademark Security Agreement and irrevocably discharges, terminates and releases its Lien on and security interest in all of the Grantors’ right, title and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A hereto.

2. The Agent hereby assigns, grants and conveys to the applicable Grantors, without any representation, warranty, recourse or undertaking by the Agent, any and all of the Agent's right, title, and interest in and to the Trademark Collateral, including those trademark registrations and trademark applications set forth on Schedule A.

3. The Agent agrees to execute, acknowledge, procure and deliver all further documents and do all such other acts as may be reasonably required or desirable to carry out the purposes of this Termination and Release, including to effect the release of the Agent's security interest contemplated hereby.

4. The Agent authorizes the Commissioner of the United States Patent and Trademark Office and any other applicable government authority to record this Termination and Release.

5. This Termination and Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute

6. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York and shall be binding upon the parties' representatives, successors, assigns and transferees.

[signature page follows]

**CHURCHILL AGENCY SERVICES LLC, as
Agent**

By: *Jill White*
Name: Jill White
Title: Managing Director




**SCHEDULE A TO TERMINATION AND RELEASE OF TRADEMARK SECURITY
AGREEMENT**

Trademark Registrations and Applications

WingPoint Venture Group, LLC Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
WINGPOINT	USPTO	6093559	July 7, 2020	Registered	Wingpoint Venture Group, LLC

The Luminations Group Holdings, LLC Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Registrant
FLEXXFORCE TEAM (Stylized) 	USPTO	4474969	January 28, 2014	Registered	The Luminations Group Holdings, LLC
FLEXXFORCE (Stylized) 	USPTO	4474968	January 28, 2014	Registered	The Luminations Group Holdings, LLC
SEARCHLIGHT SOCIALSCAN	USPTO	4474937	January 28, 2014	Registered	The Luminations Group Holdings, LLC
LUMINATIONS CONNEXIONS	USPTO	6445830	August 10, 2021	Registered	The Luminations Group Holdings, LLC
THE LUMINATIONS GROUP and Design 	USPTO	3247190	May 29, 2007	Registered	The Luminations Group Holdings, LLC
THE LUMINATIONS GROUP	USPTO	3247189	May 29, 2007	Registered	The Luminations Group Holdings, LLC
FLEXFORCE	USPTO	3439078	June 3, 2008	Registered	The Luminations Group Holdings, LLC
LUMINATIONS LIGHTNING STRIKE	USPTO	3452036	June 24, 2008	Registered	The Luminations Group Holdings, LLC