

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		01/26/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Team Management Direct, LLC		
Street Address:	29805 US Highway 24		
Internal Address:	Suite A PMB 1043		
City:	Buena Vista		
State/Country:	COLORADO		
Postal Code:	81211		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4673705	TD TEAM DIRECT MANAGEMENT	
Registration Number:	4630661	YOUR TEAM ON THE GROUND	
Registration Number:	4630660	TEAM DIRECT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	580120.01820		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	01/30/2024		
Total Attachments: 4			
source=01.26.24 PLTFRM Termination and Release of Trademark Security Agreement (002)#page1.tif			

OP \$90.00 4673705

source=01.26.24 PLTFRM Termination and Release of Trademark Security Agreement (002)#page2.tif
source=01.26.24 PLTFRM Termination and Release of Trademark Security Agreement (002)#page3.tif
source=01.26.24 PLTFRM Termination and Release of Trademark Security Agreement (002)#page4.tif

TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of January 26, 2024, and made by WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent") to TEAM MANAGEMENT DIRECT, LLC ("Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2022 (the "Credit Agreement") among Grantor, certain affiliates thereof, the lenders from time to time party thereto (the "Lenders"), and Administrative Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor and certain affiliates thereof entered into that certain Guaranty and Security Agreement dated as of December 22, 2022 (the "Security Agreement") in favor of the Administrative Agent, to secure the payment and performance of the Obligations under the Credit Agreement;

WHEREAS, pursuant to the Security Agreement, a security interest was granted by Grantors to the Administrative Agent in and to certain Collateral, including those trademarks and trademark applications listed on Schedule A attached hereto (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (the "USPTO"), on December 29, 2022 at Reel/Frame 7934/0133; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest solely in the Trademarks and any other related Collateral (collectively, the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement or Security Agreement, as applicable.

2. Release of Security Interest. The Agent hereby fully terminates the Trademark Security Agreement and terminates, releases, cancels, relinquishes, quitclaims and discharges its lien on and security interest in all right, title and interest in, to and under the Trademark Collateral pledged and granted to Agent and, if and to the extent that the Agent has acquired any right, title or interest in and to any Trademark Collateral, the Agent hereby transfers, conveys and assigns such right, title and interest to Grantor, including:

- (a) the Trademarks;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

3. Authorization. The Agent hereby authorizes the filing and recordation of this Termination with the USPTO or any other governmental office to evidence the termination and release granted by this Termination.

4. Governing Law and Binding Effect. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE GRANTOR AND THE AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Termination as of the date above first written.

**WELL FARGO BANK, NATIONAL
ASSOCIATION,**
as the Administrative Agent

By: 

Name: Jason Auguste

Title: Senior Vice President

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 008332 FRAME: 0114

Schedule A

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registered and Applied for Trademarks:

Mark	Grantor	Jurisdiction	Serial No.	Registration No.	Registration Date
TD TEAM DIRECT MANAGEMENT	Team Direct Management, LLC	United States	85841479	4673705	November 4, 2014
YOUR TEAM ON THE GROUND	Team Direct Management, LLC	United States	85841472	4630661	November 4, 2014
TEAM DIRECT	Team Direct Management, LLC	United States	85841470	4630660	November 4, 2014