

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI25639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		02/13/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Company Name:	Millian Aire Enterprises, LLC		
Street Address:	9942 State Road 52		
Internal Address:	Ropes & Gray LLP		
City:	Hudson		
State/Country:	FLORIDA		
Postal Code:	34669		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5497040	MILLIAN-AIRE	
Registration Number:	5559573	MILLIAN-AIRE	
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>			
Phone:	6179517790		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Ronald M. Duvernay		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	108878-0061-009		
NAME OF SUBMITTER:	RONALD DUVERNAY		
SIGNATURE:	RONALD DUVERNAY		
DATE SIGNED:	02/14/2024		
Total Attachments: 4			
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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release") dated as of February 13, 2024, from WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent and collateral agent (the "Agent") in favor of MILLIAN AIRE ENTERPRISES, LLC, a Florida limited liability company (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement, dated as of May 31, 2019, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in certain collateral, including the trademarks set forth on Schedule A attached hereto, all Proceeds and products of such trademarks, and all related goodwill associated with such trademarks and applications and registrations from such trademarks (such trademarks set forth on Schedule A attached hereto and all related goodwill, Proceeds and products associated therewith and applications and registrations therefrom collectively, the "Trademarks");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 27, 2022, between the Agent and the Grantor (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Agent in certain Intellectual Property, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 01, 2022, at Reel 007740 and Frame 0370; and

WHEREAS, at the direction of the Lenders, as defined in that certain Second Lien Credit Agreement, dated as of May 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), and referenced within the Trademark Security Agreement, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks listed on Schedule A hereto;

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 and Release, at the direction of the Lenders, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement, the Second Lien Credit Agreement, or the Security Agreement, as applicable.

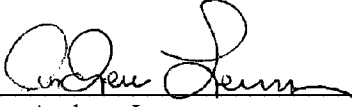
2. Release of Security Interest. The Agent hereby (i) terminates, releases and discharges, without recourse, representation or warranty, its Security Interest in the Trademarks listed on Schedule A hereto, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void; (ii) terminates the Trademark Security Agreement; and (iii) authorizes the recordation of this Termination and Release with the United States Patent and Trademark Office.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and

deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.


IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Andrew Lennon
Title: Assistant Vice President

SCHEDULE A

Trademark Registrations

Trademark	Jurisdiction/ Country	Registration No.	Registration Date	Serial No.	Filing Date	Owner
MILLIAN-AIRE	United States	5497040	06/19/2018	87677952	11/09/2017	Millian Aire Enterprises, LLC
 MILLIAN-AIRE	United States	5559573	09/11/2018	87677915	11/09/2017	Millian Aire Enterprises, LLC