# CH \$65.00 422

ETAS ID: TM425772

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Assignment for Security in Trademarks recorded at Reel 5710/Frame 0328

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC		05/01/2017	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	AKA Diversified Holdings, Inc.
Street Address:	775 Prairie Center Drive, Suite 420
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	Corporation: SOUTH DAKOTA

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4221858	Z WIRELESS
Registration Number:	4221866	Z WIRELESS

#### CORRESPONDENCE DATA

**Fax Number:** 9494754754

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:** 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive

Address Line 2:Gibson, Dunn & Crutcher LLPAddress Line 4:Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	05769-00003
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	05/01/2017

**Total Attachments: 3** 

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## RELEASE OF ASSIGNMENT FOR SECURITY IN TRADEMARKS

THIS RELEASE OF ASSIGNMENT FOR SECURITY IN TRADEMARKS (this "Release"), dated as of May 1, 2017, is made by **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Grantee") and is as follows:

WHEREAS, **AKA DIVERSIFIED HOLDINGS, INC.**, a South Dakota corporation ("<u>First Grantor</u>"), was a party to that certain Assignment for Security in Trademarks dated as of January 15, 2016 in favor of Grantee (the "<u>First Assignment for Security in Trademarks</u>"), which was recorded with the United States Patent and Trademark Office on January 15, 2016, in its records at Reel 5710, Frame 0328;

WHEREAS, **DIAMOND WIRELESS, LLC**, a Utah limited liability company ("Second Grantor"; together with the First Grantor, the "Grantors"), was a party to that certain Assignment for Security in Trademarks dated as of September 30, 2016 in favor of Grantee (the "Second Assignment for Security in Trademarks"; together with the First Assignment for Security in Trademarks, the "Assignments"), which was recorded with the United States Patent and Trademark Office on October 3, 2016, in its records at Reel 5889, Frame 0702; capitalized terms used but not defined herein will have the meaning given to them in the Assignments;

WHEREAS, the Assignments granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof, but excluding any Excluded Property (as defined in the Security Agreement); and

WHEREAS, Grantee desires to release its rights and security interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby (i) fully and finally releases and terminates (a) its security interest and other rights in, to and under the Collateral, including the goodwill of the business symbolized by the Trademarks, and (b) any and all other rights it may have under the Assignments, (ii) agrees that it shall, at the expense of the Grantors, execute all other documents and do all other acts necessary to relinquish and effect the release of such rights and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence release and termination of its rights under each of the Loan Documents with respect to the Collateral.

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IN WITNESS WHEREOF, Grantee has caused this Release to be duly executed as of the day and year first above written.

CORTLAND CAPITAL MARKET SERVICES

LLC

Name:

Polina Arsentyeva Associate Counsel

Title:

**REEL: 006045 FRAME: 0543** 

# **SCHEDULE I**

**Reel/Frame: 5710/0328** 

TRADEMARK	APPLICATION NUMBER APPLICATION DATE	REGISTRATION NUMBER REGISTRATION DATE
Z WIRELESS	Serial No. 85/561,858 Filing Date 3/6/2012	Reg. No. 4,221,858 Reg. Date 10/9/2012
<b>WIRELESS</b>	Serial No. 85/561,943 Filing Date 3/6/2012	Reg. No. 4,221,866 Reg. Date 10/9/2012

Reel/Frame: 5889/0702

**RECORDED: 05/01/2017** 

TRADEMARK	APPLICATION NUMBER APPLICATION DATE	REGISTRATION NUMBER REGISTRATION DATE
<b>DIAMOND</b> Wireless	Serial No. 85/756225 Filing Date 10/17/2012	Reg. No. 4482219 Reg. Date 2/11/2014
DIAMOND Wireless	Serial No. 85/795038 Filing Date 12/05/2012	Reg. No. 4489447 Reg. Date 2/25/2014
DWP	Serial No. 86/057104 Filing Date 9/5/2013	Reg. No. 4525327 Reg. Date 5/6/2014
DWP	Serial No. 86/057103 Filing Date 9/5/2013	Reg. No. 4525326 Reg. Date 5/6/2014
DIAMOND WIRELESS	Serial No. 86/129284 Filing Date 11/26/2013	Reg. No. 4591956 Reg. Date 8/26/2014
	Serial No. 86192512 Filing Date 2/13/2014	Reg. No. 4588875 Reg. Date 8/19/2014
	Serial No. 86/192511 Filing Date 2/13/2014	Reg. No. 4588874 Reg. Date 8/19/2014

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