

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas	FORMERLY Bankers Trust Company	02/08/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistage Worldwide, Inc.		
Street Address:	11452 El Camino Real		
Internal Address:	Suite 400		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1433330	TEC	
CORRESPONDENCE DATA			
Fax Number:	2125547700		
<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:	212-554-7800		
Email:	trademarks@mosessinger.com		
Correspondent Name:	Moses & Singer LLP		
Address Line 1:	405 Lexington Avenue		
Address Line 2:	The Chrysler Building		
Address Line 4:	New York, NEW YORK 10174		
NAME OF SUBMITTER:	Phyllis Porter		
SIGNATURE:	/Phyllis Porter/		
DATE SIGNED:	02/09/2018		
Total Attachments: 3			
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RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2018 (this "Release"), is made by Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company) ("DB" or the "Collateral Agent") in favor of VISTAGE WORLDWIDE, INC. (f/k/a TEC WORLDWIDE, INC.) (the "Grantor"), a Delaware corporation.

WITNESSETH:

WHEREAS, the Grantor, Affinity 2 Inc. (f/k/a KU Conference, L.L.C.), the lending institutions from time to time party thereto and the Collateral Agent entered into a certain Credit Agreement dated as of February 27, 1998 (as amended, modified, extended, released, replaced or supplemented from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor executed that certain Grant of Security Interest in United States Trademarks, dated as of February 2, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Collateral Agent a continuing security interest in the Marks (as defined in the Trademark Security Agreement), including, without limitation, U.S. Trademark Registration Number 1,433,330;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office on February 11, 1999 (application number 100963956), Reel: 1852 Frame 0873;

WHEREAS, the Grantor and the Collateral Agent entered into (i) that certain Termination of Existing Credit Agreement dated as of May 18, 2005, (ii) that certain Release Certificate (undated), and (iii) that certain Payoff Letter dated as of May 23, 2005; and

WHEREAS, the Collateral Agent wishes to further evidence the release of all its security interest in, to the Marks including, without limitation, the U.S. Trademark Registration Number 1,433,330;

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

(1) The Collateral Agent hereby releases all of its security interest in, to and under the Marks, including, without limitation, the U.S. Trademark Registration Number 1,433,330, as such are granted in the Trademark Security Agreement.

(2) The Collateral Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking, all of the Collateral Agent's rights, title and interest in and to the Marks, including without limitation, the U.S. Trademark Registration Number 1,433,330, as such are granted in the Trademark Security Agreement, and the Trademark Security Agreement is hereby terminated and of no further force and effect (except for any provisions that by law, or otherwise expressly set forth therein, survives termination).

(3) This Release may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of any executed counterpart of this Release by any electronic means that reproduces an image of the actual signature(s) will have the same effect as the delivery of the original thereof.

(4) This Release shall be governed by, and construed in accordance, with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officers thereunto duly authorized as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent**

By: *Mary Kay Coyle*
Name: Mary Kay Coyle
Title: Managing Director

By: *Anca Trifan*
Name: Anca Trifan
Title: Managing Director

STATE OF New York

ss.:

COUNTY OF New York

On the 8TH day of FEB in the year 2018, before me, the undersigned notary public, personally appeared MARY KAY COYLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (subscribed to the within instrument and acknowledged to me that [he][she] executed the same in [his] [her] capacity, and that by [his] [her] signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jojean Travis Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2019

STATE OF New York

ss.:

COUNTY OF New York

On the 8TH day of FEB in the year 2018, before me, the undersigned notary public, personally appeared ANCA TRIFAN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is (subscribed to the within instrument and acknowledged to me that [he][she] executed the same in [his] [her] capacity, and that by [his] [her] signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jojean Travis Notary Public
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2019

[SIGNATURE PAGE RELEASE - TRADEMARK SECURITY AGREEMENT]

TRADEMARK