ETAS ID: TM534274

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		07/29/2019	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	F+W MEDIA, INC.	
Street Address:	10151 Carver Road	
City:	Blue Ash	
State/Country:	OHIO	
Postal Code:	45242	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3750859	DRAGONART
Registration Number:	3481583	I CAN DO THAT
Registration Number:	3400875	IMPACT
Registration Number:	3400856	I IMPACT
Registration Number:	4411104	LIVING READY
Registration Number:	1109995	PHOTOGRAPHER'S MARKET
Registration Number:	1764441	POET'S MARKET
Registration Number:	1179065	SONGWRITER'S MARKET
Registration Number:	2131629	STANDARD CATALOG OF
Registration Number:	2004207	WARMAN'S
Registration Number:	2685479	WARMAN'S
Registration Number:	1114093	WRITER'S MARKET

## **CORRESPONDENCE DATA**

Fax Number: 97-5972400

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: 9735972500

Istrademark@lowenstein.com Email:

**Correspondent Name:** Matthew P. Hintz, Esq.

TRADEMARK

**REEL: 006706 FRAME: 0930** 

Address Line 1: Lowenstein Sandler LLP
Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	15955.26	
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.	
SIGNATURE:	/Matthew P. Hintz, Esq./	
DATE SIGNED:	07/30/2019	

## **Total Attachments: 4**

source=Cortland Capital Market Services LLC to F+W Media, Inc. (Release of Security Interest in TMs)#page1.tif source=Cortland Capital Market Services LLC to F+W Media, Inc. (Release of Security Interest in TMs)#page2.tif source=Cortland Capital Market Services LLC to F+W Media, Inc. (Release of Security Interest in TMs)#page3.tif source=Cortland Capital Market Services LLC to F+W Media, Inc. (Release of Security Interest in TMs)#page4.tif

TRADEMARK REEL: 006706 FRAME: 0931

#### RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of July 29, 2019, and granted by CORTLAND CAPITAL MARKET SERVICES LLC (the "Collateral Agent"), a Delaware limited liability company, as collateral agent for the secured parties (the "Secured Parties"), in favor of F + W Media, Inc., a Delaware corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to (i) that certain Credit Agreement, dated as of July 9, 2013 (as amended, restated, amended and restated, waived or otherwise modified from time to time, the "Credit Agreement"), (ii) that certain Guarantee and Collateral Agreement, dated as of July 9, 2013, (together with all amendments and modifications, if any, from time to time thereafter made thereto (the "Guarantee and Collateral Agreement") and (iii) the trademark security agreements made by the Grantor recorded at the United States Patent and Trademark Office at Reel/Frame 5074/0654 (the "Trademark Security Agreements"), the Grantor has granted to Collateral Agent's predecessor-in-interest a continuing security interest in, and lien on, all of its right, title and interest in, to and under the Trademarks (as such term is used in the Trademark Security Agreements) as set forth under the Guarantee and Collateral Agreement and Trademark Security Agreements, including those trademark registrations and applications set forth on Schedule A (the "Trademark Collateral");

WHEREAS, the Collateral Agent is the successor-in-interest under that certain Agency Assignment Agreement, dated as of May 24, 2017, and the Assignment of Trademark Security Agreements, dated as of June 21, 2017, and recorded at the United States Patent and Trademark Office at Reel/Frame 6109/0106, wherein the Collateral Agent was assigned all right, title and interest in, to, and under the Credit Agreement, Guarantee and Collateral Agreement, and Trademark Security Agreements, including, without limitation, the predecessor collateral agent's security interest in, and lien on, the Trademark Collateral; and

WHEREAS, the Grantor desires that the Collateral Agent terminate and release its lien on and security interest in and to all right, title and interest in, to and under all of the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

**SECTION 1**. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement, the Guarantee and Collateral Agreement, the Trademark Security Agreements, and/or the Agency Assignment Agreement, as applicable.

**SECTION 2**. <u>Termination and Release</u>. The Collateral Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its continuing lien on and continuing security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on <u>Schedule A</u> attached hereto, and

1

reassigns and transfers to the Grantor all right, title and interest that the Collateral Agent may have in the Trademark Collateral.

**SECTION 3.** Recordation. The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4**. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute and deliver to the Grantor any further documents and to do such other acts that the Grantor (or its agents or designees) reasonably request, at the Grantor's sole cost and expense, in order to confirm this Release and the Grantor's right, title and interest in the Trademark Collateral.

**SECTION 5**. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

1

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

CORTLAND CAPITAL MARKET

SERVICES LLC as Collateral Agent

By: Name: Winnalynn N. Kantaris
Title: Associate General Counsel

# SCHEDULE 1 TRADEMARKS

Mark	Registration Number
DRAGONART	U.S. Reg. No. 3750859
I CAN DO THAT	U.S. Reg. No 3481583
IMPACT	U.S. Reg. No 3400875
IMPACT & Design	U.S. Reg. No 3400856
LIVING READY	U.S. Reg. No 4411104
PHOTOGRAPHER'S MARKET	U.S. Reg. No 1109995
POET'S MARKET	U.S. Reg. No 1764441
SONGWRITER'S MARKET	U.S. Reg. No 1179065
STANDARD CATALOG OF	U.S. Reg. No 2131629
WARMAN'S	U.S. Reg. No 2004207
WARMAN'S Stylized	U.S. Reg. No 2685479
WRITER'S MARKET	U.S. Reg. No 1114093