# OP \$40.00 5392223

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM657358

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		06/30/2021	Bank: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	TREALITY SVS LLC	
Street Address:	600 BELLBROOK AVENUE	
City:	XENIA	
State/Country:	ОНЮ	
Postal Code:	45385	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5392223	TREALITY

### **CORRESPONDENCE DATA**

Fax Number:

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:** 8004945225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1413941 TM REL 1
NAME OF SUBMITTER:	Mariah Kenna
SIGNATURE:	/Mariah Kenna/
DATE SIGNED:	07/01/2021

**Total Attachments: 4** 

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# NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 30, 2021, is delivered by Credit Suisse AG, as administrative agent and collateral agent (the "Agent") in favor of the Grantor (as defined below).

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, Treality SVS LLC, a Delaware limited liability company (the "<u>Grantor</u>"), is party to the Guarantee and Collateral Agreement, dated as of June 23, 2006, as amended and restated as of December 6, 2010, as further amended and restated as of February 14, 2011, and as further amended and restated as of February 28, 2013 (as may be further amended, supplemented, or otherwise modified, the "<u>Guarantee and Collateral Agreement</u>"), among the Grantor, the other parties party thereto and the Agent for the Secured Parties (as defined therein);

WHEREAS, in accordance with the terms of the Guarantee and Collateral Agreement, the Grantor entered into a Trademark Security Agreement, dated March 29, 2019 (the "<u>Trademark Security Agreement</u>"), pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Trademark Collateral (as defined in the Trademark Security Agreement), including but not limited to the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill associated therewith or symbolized thereby, and any written trademark license agreements and all rights of such Grantor under any such agreements (collectively, the "<u>Released Trademarks</u>"); and

WHEREAS, the security interest in the Released Trademarks was recorded by filing the Trademark Security Agreement in the United States Patent and Trademark Office at Reel 6610, Frame 0052.

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

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.
- SECTION 2. Release of Security Interest. The Agent hereby fully releases, discharges and terminates (a) all collateral pledges, grants, liens on and security interests in the Released Trademarks, and (b) any and all other rights it may have under the Guarantee and Collateral Agreement or the Trademark Security Agreement with respect to the Released Trademarks. This Release is given without recourse to, or representation or warranty by, the Agent or any other Secured Party.
- SECTION 3. <u>Further Assurances</u>. The Agent hereby (a) agrees that it shall, at the expense of the Grantor, execute all other documents and do all other acts reasonably necessary or requested to relinquish and effect the release of its rights in the Released Trademarks and (b) authorizes and requests that the United States Patent and Trademark Office note and record this Release and any other filings reasonably necessary or requested to evidence release and

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termination of the Agent's rights under the Guarantee and Collateral Agreement or the Trademark Security Agreement with respect to the Released Trademarks.

SECTION 4. Retained Collateral. For the avoidance of doubt, this Release is applicable only and solely with respect to the Released Trademarks, and shall not release the Agent's security interest in any other collateral arising under the Trademark Security Agreement or the Guarantee and Collateral Agreement (such collateral, the "Retained Collateral"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to it under the Trademark Security Agreement and the Guarantee and Collateral Agreement with respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release. Except as expressly modified hereby, the Trademark Security Agreement and the Guarantee and Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

SECTION 5. <u>Governing Law</u>. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Follows On Next Page.]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date set forth above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

Title: Authorized Signatory

By: Komal Shah

Title: Authorized Signatory

# **SCHEDULE A**

Trademark	Appln. No.	Filing Date	Regn. No.	Regn. Date	Owner
TREALITY	86650476	06/03/15	5392223	01/30/18	Treality SVS LLC

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**RECORDED: 07/01/2021**