

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 06677/0279		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANTANDER BANK, N.A.		08/13/2021	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BGB COMMUNICATIONS, LLC		
Street Address:	462 Broadway		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88334541	SYNGENYC	
Serial Number:	88334548	SMART CREATIVE	
Serial Number:	87455366	SCIONYC	
Serial Number:	86555470	BIONYC	
Serial Number:	86362621	BGB	
Serial Number:	86728725	FOR THE SCIENCE OBSESSED	
Serial Number:	86838285	CREATIVITY + SCIENCE	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	22220-118		
NAME OF SUBMITTER:	Maria Banda		

CH \$190.00 88334541

SIGNATURE:	/Maria Banda/
DATE SIGNED:	08/17/2021
Total Attachments: 3 source=Fully Executed Termination and Release of IP Security Agreement (BGB Communications)#page1.tif source=Fully Executed Termination and Release of IP Security Agreement (BGB Communications)#page2.tif source=Fully Executed Termination and Release of IP Security Agreement (BGB Communications)#page3.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of August 13, 2021 is made by SANTANDER BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the lenders (the "Lenders") party to the Credit Agreement referred to below in favor of BGB COMMUNICATIONS, LLC a New York limited liability company ("the Grantor").

WHEREAS, the Grantor, Lenders, and the Administrative Agent are parties to a certain Credit and Security Agreement dated as of June 24, 2019 (as amended, supplemented and otherwise modified from time to time, the "Credit Agreement") in favor of the Lenders;

WHEREAS, under the terms of the Credit Agreement, the Grantor granted to the Administrative Agent, for the ratable benefit of itself, Issuing Bank (as defined in the Credit Agreement) and the Lenders (collectively, the "Secured Parties"), a security interest in, among other property, certain intellectual property of the Grantor;

WHEREAS, the Grantor and Administrative Agent are parties to a Trademark Security Agreement, dated as of June 24, 2019 (the "Security Agreement"), whereby the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties, until the payment in full of the Obligations (as defined in the Credit Agreement), a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined in the Security Agreement);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on June 25, 2019 at Reel 06677, Frame 0279 with respect to the Trademark Collateral, including the trademark application and registrations set forth in Schedule I hereto;

WHEREAS, the Administrative Agent wishes to release its security interest in and to the Trademark Collateral and, in connection therewith, the Administrative Agent has agreed to execute and deliver this Agreement; and

WHEREAS, Grantor's name was incorrectly spelled in the Trademark Assignment Cover Sheet dated June 25, 2019 and Notice of Recordation of Assignment Document dated June 26, 2019 as BGB COMUNICATIONS, LLC, however, the parties understand and agree that this Agreement, as well as the Trademark Cover Sheet and Notice of Recordation of Assignment Document apply to BGB COMMUNICATIONS, LLC.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereto agrees as follows:

1. Termination of Collateral Assignment. The Administrative Agent hereby terminates the Security Agreement, which is deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.

2. Release of Security Interest. The Administrative Agent, for the ratable benefit of the Secured Parties and for itself and its successors, representatives, agents and assigns, hereby terminates, discharges and releases its security interest in the Trademark Collateral and any other rights or interests it may have with respect thereto, and hereby reassigns to the Grantor any and all such rights and interests.

3. Recording with USPTO. The Administrative Agent hereby authorizes the Grantor to file and record this Agreement with the USPTO.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. The Administrative 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 interests contemplated hereby.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

SANTANDER BANK, N.A.

By: Larisa B Chilton
Name: Larisa Chilton:
Title: SVP

AGREED TO AND ACCEPTED:

BGB COMMUNICATIONS, LLC

By: 
Name:
Title:

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Reg. Number	Word Mark
88334541	6206425	SYNGENYC
88334548	6342158	SMART CREATIVE
87455366	Pending	SCIONYC
86555470	5205356	BIONYC
86362621	5228488	BGB
86728725	5187330	FOR THE SCIENCE OBSESSED
86838285	5167594	CREATIVITY + SCIENCE