

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS RECORDED AT REEL/FRAME NO.: 6761/0213		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHITEHORSE CAPITAL MANAGEMENT, LLC, AS ADMINISTRATIVE AGENT		04/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE GREAT AMERICAN PHOTO CONTEST, LLC		
Street Address:	400 Kelby St.		
Internal Address:	Suite 1200		
City:	Fort Lee		
State/Country:	NEW JERSEY		
Postal Code:	07024		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3930245	AMERICAN PHOTOGRAPHIC COLLECTIONS	
Registration Number:	3441469	GREAT AMERICAN PHOTO CONTEST	
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:	35173-578		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	04/12/2022		
Total Attachments: 5			

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 11, 2022, by WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent (in such capacity, "Administrative Agent"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the applicable Security Agreement (as defined below).

WITNESSETH:

WHEREAS, THE GREAT AMERICAN PHOTO CONTEST, LLC, a New Jersey limited liability company ("TGAPC"), and Administrative Agent were parties to that certain Trademark Security Agreement dated as of October 2, 2019 (the "TGAPC Security Agreement") pursuant to which TGAPC granted a security interest to Administrative Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by TGAPC to Administrative Agent, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the TGAPC Security Agreement was recorded with United States Patent and Trademark Office on October 2, 2019, at Reel 6761, Frame 0213;

WHEREAS, ROBLY DIGITAL MARKETING, LLC, a New Jersey limited liability company ("Robly" and together with TGAPC, collectively, the "Grantors" and each, a "Grantor"), and Administrative Agent were parties to that certain Trademark Security Agreement dated as of March 15, 2021 (the "Robly Security Agreement" and together with the TGAPC Security Agreement, collectively, the "Security Agreements" and each, a "Security Agreement") pursuant to which Robly granted a security interest to Administrative Agent in certain Trademarks and Trademark Collateral as security for certain obligations owing by Robly to Administrative Agent, including the Trademarks set forth on Schedule 2 hereto;

WHEREAS, the Robly Security Agreement was recorded with United States Patent and Trademark Office on March 16, 2021, at Reel 7221, Frame 0792; and

WHEREAS, each Grantor has requested that Administrative Agent release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to such Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases its security interest in all of Grantors' right, title and interest in and to each Grantor's Trademark Collateral, whether now owned or existing or hereafter created, acquired or arising, including, each Trademark registration and application listed on Schedule 1 and Schedule 2 annexed hereto.

2. Administrative Agent hereby (i) terminates each Security Agreement, (ii) releases, cancels, discharges and terminates all right, title and interest in, to and under the Security Agreements in the following (collectively, the "Trademark Collateral"): (a) any and all of the applicable Grantor's Trademarks, trade names, registered Trademarks, Trademark applications, service marks, registered service marks and service mark applications, including those registered Trademarks, Trademark applications, registered service marks and service mark applications listed or required to be listed on Schedules 1 and 2 hereto; (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered

into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (d) the right to sue for past, present and future infringements, dilutions or other violations thereof (e) the goodwill of the applicable Grantor's business symbolized by the foregoing and connected therewith and (f) all of the applicable Grantor's rights corresponding to the foregoing throughout the world; and (iii) reassigns, grants and conveys to the applicable Grantor, without any representation, recourse or undertaking by Administrative Agent, any and all of Administrative Agent's right, title and interest in and to the Trademarks and the Trademark Collateral. Administrative Agent authorizes the recordation of this Trademark Release and Reassignment with the United States Patent and Trademark Office.

[Signature Page Follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: 

Name: Richard Siegel

Title: Authorized Signatory

SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/Registration No.	App/Reg Date
The Great American Photo Contest, LLC	U.S.	American Photographic Collections	77957665/3930245	App. Date Mar. 12, 2010 Reg. Date Mar. 08, 2011
The Great American Photo Contest, LLC	U.S.	GREAT AMERICAN PHOTO CONTEST, LLC	77061019/3441469	App. Date Dec. 11, 2006 Reg. Date Jun. 03, 2008

SCHEDULE 2

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/Registration No.	Reg Date
ROBLY DIGITAL MARKETING, LLC	U.S.	ROBLY	86,076,546/4,698,097	Mar. 10, 2015