

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/31/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Brass Mill Center Mall, LLC		
Street Address:	350 N. Orleans St, 300		
Internal Address:	Attn: BPRI Legal Trademarks		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60654		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2070274	BRASS MILL CENTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128331985		
Email:	ann.nusbaum@bpretail.com		
Correspondent Name:	Ann Nusbaum		
Address Line 1:	350 N. Orleans St, 300		
Address Line 2:	Attn: BPRI Legal Trademarks		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Ann Nusbaum		
SIGNATURE:	/annnusbaum/		
DATE SIGNED:	06/29/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT PARTIAL RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT PARTIAL RELEASE (this "**Release**") is made effective as of March 31, 2022, by U.S. BANK NATIONAL ASSOCIATION ("**US Bank**"), as administrative agent (together with any successor administrative agent appointed pursuant to Article 14 of the Loan Agreement (defined below), the "**Administrative Agent**") for the Lenders (as defined in the Loan Agreement), in favor of each of BRASS MILL CENTER MALL, LLC, a Delaware limited liability company (the "**Brass Mill Grantor**") and NORTH TOWN MALL, LLC, a Delaware limited liability company (the "**North Town Grantor**" and, together with the Brass Mill Grantor, the "**Grantors**").

W I T N E S S E T H:

WHEREAS, in connection with that certain Amended and Restated Loan Agreement dated as of April 25, 2016 among the Grantors as borrowers, certain other borrowers party thereto, US Bank, as administrative agent, US Bank and Wells Fargo Securities, LLC, as joint lead arrangers and bookrunners, and the other financial institutions party thereto from time to time as lenders (collectively, the "**Prior Lenders**"), each of the Grantors executed and delivered that certain Amended and Restated Intellectual Property Security Agreement, dated as of April 25, 2016 (the "**A&R IPSA**") whereby each of the Grantors pledged and granted to US Bank in its capacity as administrative agent for the benefit of the Prior Lenders a lien on and security interest in and to certain intellectual property of such Grantor;

WHEREAS, in connection with that certain Second Amended and Restated Loan Agreement dated as of April 20, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") among the Grantors as borrowers, certain other borrowers party thereto, US Bank, as Administrative Agent, US Bank and Wells Fargo Securities, LLC, as joint lead arrangers and bookrunners, and the other financial institutions party thereto from time to time as lenders ("**Lenders**"), each of the Grantors executed and delivered that certain Second Amended and Restated Intellectual Property Security Agreement, dated as of April 20, 2021 (the "**2nd A&R IPSA**" and, together with the A&R IPSA, the "**Intellectual Property Security Agreement**") which amended and restated the A&R IPSA and pursuant to which each of the Grantors pledged and granted to the Administrative Agent for the benefit of the Lenders a lien on and security interest in and to certain intellectual property of such Grantor. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement;

WHEREAS, the A&R IPSA was recorded with the United States Patent and Trademark office on October 4, 2016 at Reel 005894 and Frame 0825 and the 2nd A&R IPSA was recorded with the United States Patent and Trademark Office on April 28, 2021 at Reel 7264 and Frame 0264; and

WHEREAS, in accordance with the provisions of the Loan Agreement and the Intellectual Property Security Agreement, the Administrative Agent now desires to release its lien on and security interest in and to such intellectual property of the Grantors.

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

SECTION 1. Partial Release of the Grants of Security Interests in Subject Collateral. The Administrative Agent, without representation or warranty of any kind, hereby releases to each of the Grantors, as applicable, its lien on and security interest in and to the following, to the extent applicable (the “*Subject Collateral*”):

- a. the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- b. all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto, together, in each case, with the goodwill symbolized thereby (the “*Trademarks*”);
- c. all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantors, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto;
- e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and
- f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Subject Collateral of or arising from any of the foregoing.

SECTION 2. Effect of Release. For the avoidance of any doubt, the release hereunder is limited only and solely to the Grantors, and shall not apply in any respect to any other parties to the Intellectual Property Security Agreement. The Administrative Agent reserves and retains its security interest (and any other right, title or interest) in and to all intellectual property of such other parties, which security interest remains uninterrupted and undisturbed.

SECTION 3. Recordation. The Administrative Agent hereby authorizes and requests the Grantors or the Grantors’ authorized representatives to record this Release with the United States Patent and Trademark Office and/or any other applicable government agency or office.

SECTION 4. Counterparts. This Release may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Release by signing and delivering one or more counterparts. Delivery of an executed signature page to this Release by facsimile transmission or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Release.

SECTION 5. Applicable Law. This Release shall construed in accordance with and governed by the laws of the State of New York without regard to its conflict of laws principles.

[Signature page follows.]

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

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: Michael Raab
Name: Michael RAAB
Title: S.V.P.

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Owner	Jurisdiction	Mark	Reg. No.	Issue Date
Brass Mill Center Mall, LLC	US	BRASS MILL CENTER	2070274	June 10, 1997
North Town Mall, LLC	State - WA	NORTHTOWN MALL	28924	July 14, 2000

SCHEDULE C
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None.