

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		07/13/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BOOJ, LLC		
Street Address:	5075 S. SYRACUSE ST.		
City:	DENVER		
State/Country:	COLORADO		
Postal Code:	80237		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4422008	BE ORIGINAL OR JEALOUS	
Registration Number:	4421750	BOOJ	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1492		
NAME OF SUBMITTER:	COURTNEY WELSHIMER, ESQ.		
SIGNATURE:	/CW/		
DATE SIGNED:	07/18/2022		
Total Attachments: 4			
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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This Partial Release of Trademark Security Interest (“Release”) is made and effective as of July 13, 2022 and granted by JPMorgan Chase Bank, N.A., a national banking association (the “Agent”), as Administrative Agent for the Lenders (as defined below) in favor of Booj, LLC, a Delaware limited liability company (the “Grantor”) and its successors, assigns, and legal representatives.

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated July 21, 2021, by and among RE/MAX, LLC (“RE/MAX”); RMCO, LLC (“RMCO”); the several Lenders from time to time party thereto (collectively, the “Lenders”); and the Agent (the “Credit Agreement”), the Grantor executed and delivered to the Agent (i) the Second Amended and Restated Guarantee and Collateral Agreement, dated July 21, 2021, by RE/MAX, RMCO, certain subsidiaries of RMCO (including the Grantor) in favor of the Agent as agent for the Lenders (the “Guarantee Agreement”) and (ii) the Grant of Security Interest in Intellectual Property Rights, dated July 21, 2021, by RE/MAX, RMCO, certain subsidiaries of RMCO (including the Grantor) in favor of the Agent as agent for the Lenders (the “Trademark Security Agreement” and, together with the Guarantee Agreement, the “Security Agreements.”)

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the benefit of the Lenders a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the Released Trademarks (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007367, Frame 0290 on July 28, 2021; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest the Agent for the benefit of the Lenders may have in the trademarks set forth on Schedule A hereto (collectively, the “Released Trademarks”) pursuant to the Security Agreements.

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

1. Release of Security Interest in the Released Trademarks. The Agent, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels its security interest in, and right of setoff against, the Released Trademarks and any right, title or interest of the Agent in the Released Trademarks shall hereby cease and become void.

2. Partial Release. This Release is applicable only and solely with respect to the Released Trademarks and no other Trademark Collateral (as defined in the Trademark Security Agreement) arising under the Trademark Security Agreement or the Security Agreement. Except as expressly modified hereby, the Trademark Security Agreement and the Security Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

3. Further Assurances. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation, and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

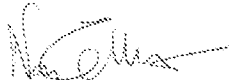
4. Continuing Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the Security Agreements shall remain in full force and effect.

5. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without regard to its conflicts of laws principles.

[Signature page follows]

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

JPMorgan Chase Bank, N.A., as Agent

By: 
Name: Henry F. Hobbs
Title: Authorized Signatory

SCHEDULE A

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

MARK	FILED	SERIAL NO.	REG. NO.	REG. DATE
BE ORIGINAL OR JEALOUS	03/30/13	85/891,219	4,422,008	10/22/13
BOOJ	03/19/13	85/880,453	4,421,750	10/22/13