

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755221

| | | | |
|---|-------------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Release (Reel 7293 / Frame 0382) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 09/13/2022 | Bank: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | PantaYA, LLC | | |
| Street Address: | 2000 Ponce de Leon Blvd., Suite 500 | | |
| City: | Coral Gables | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33134 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5402715 | PANTAYA | |
| Registration Number: | 5546573 | PANTAYA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Doris Ka | | |
| SIGNATURE: | /Doris Ka/ | | |
| DATE SIGNED: | 09/14/2022 | | |
| Total Attachments: 6 | | | |
| source=JPM.PantaYA Trademark Release#page1.tif | | | |
| source=JPM.PantaYA Trademark Release#page2.tif | | | |
| source=JPM.PantaYA Trademark Release#page3.tif | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 13, 2022

- Assignment
- Security Agreement
- Other Release (Reel 7293 / Frame 0382)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PantaYA, LLC

Street Address: 2000 Ponce de Leon Blvd., Suite 500

City: Coral Gables

State: FL

Country: USA Zip: 33134

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Company - Delaware, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
5402715, 5546573

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Hemisphere (57320.1897)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka
Signature

September 13, 2022

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of September 13, 2022 (the "Effective Date"), is made by JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature pages hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of July 30, 2013, by and among the Agent as successor to Deutsche Bank AG New York Branch (the "Original Agent"), the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement Supplement, dated as of May 13, 2021 and recorded with the United States Patent and Trademark Office on May 14, 2021 at Reel/Frame 7293/0382 (the "Trademark Security Agreement Supplement");

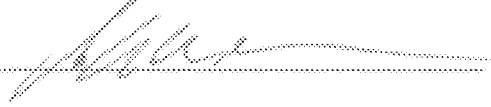
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement Supplement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth on Schedule A ("Released Trademark Collateral") attached hereto, arising under the Security Agreement and the Trademark Security Agreement Supplement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement Supplement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement Supplement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement Supplement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement Supplement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMorgan Chase Bank, N.A., acting in its
capacity as collateral agent for the Lenders

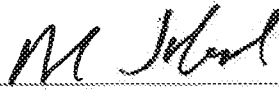
By: 

Name: James A. Knight

Title: Executive Director

GRANTOR:

PantaYA, LLC

By: 

Name: Alan J. Sokol

Title: Authorized Signatory

SCHEDULE A

Trademarks:

*** 05/14/2021 JPMorgan Chase Bank, N.A. trademark security agreement at Reel 7293 / Frame 0382**

| | Owner | Trademark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|----|--------------|------------------|-------------------|--------------------|-----------------|------------------|
| 1. | PantaYA, LLC | PantaYA | 87224471 | 11/02/2016 | 5402715 | 02/13/2018 |
| 2. | PantaYA, LLC | PantaYA | 87224469 | 11/02/2016 | 5546573 | 08/21/2018 |