

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820478

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.		06/23/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	THE GADBERRY GROUP, LLC		
Street Address:	11101 Anderson Drive		
Internal Address:	Suite 300		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72212		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	BOOJ, LLC		
Street Address:	5075 S. Syracuse St.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80218		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4421754		
Registration Number:	3395384	MICROBUILD	
Registration Number:	3590975	MAGNIFY	
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		

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Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	509265/1492
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	06/28/2023
Total Attachments: 4 source=Partial Release of TSA RF 7367-0290 - Execution Version#page1.tif source=Partial Release of TSA RF 7367-0290 - Execution Version#page2.tif source=Partial Release of TSA RF 7367-0290 - Execution Version#page3.tif source=Partial Release of TSA RF 7367-0290 - Execution Version#page4.tif	

PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST (“Partial Release”) is made and effective as of June 23, 2023 and granted by JPMORGAN CHASE BANK, N.A., a national banking association, with an address at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Administrative Agent (the “Agent”), for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement (as defined below) in favor of THE GADBERRY GROUP, LLC, a Delaware limited liability company (“Gadberry”) and BOOJ, LLC, LLC, a Delaware limited liability company (together with Gadberry, the “Grantors” and each a “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Second Amended and Restated Credit Agreement, dated as of July 21, 2021 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”) among RMCO, LLC, RE/MAX, LLC (the “Borrower”), the Lenders, and the Agent, (ii) the Second Amended and Restated Guarantee and Collateral Agreement, dated as of July 21, 2021 in favor of the Agent (which amended and restated the Guarantee and Collateral Agreement, dated as of July 31, 2013, together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”), among the Grantors, certain affiliates of the Grantors, and the Agent, and (iii) that certain Grant of Security Interest in Intellectual Property Rights effective as of July 21, 2021 (the “Trademark Security Agreement”), by and among the Grantors, the Agent and each of the other grantors party thereto, each Grantor pledged and granted a continuing security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including but not limited to those items listed on Schedule A thereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 28, 2021 at Reel 7367, Frame 0290;

WHEREAS, the Trademark Security Agreement was supplemented by that certain Partial Release of Trademark Security Interest dated as of July 13, 2022, which was recorded with the United States Patent and Trademark Office on July 18, 2022 at Reel 7792, Frame 0966;

WHEREAS, the Trademarks of the Grantors listed on Schedule I attached hereto (the “Released Trademark Collateral”) were included in the Trademark Collateral;

WHEREAS, the Grantors have requested that the Agent enter into this Partial Release in order to effectuate, evidence, and record the release and reassignment to the Grantors of any and all right, title, and interest of the Agent in the Released Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein have the meanings specified the Trademark Security Agreement or the Guarantee and Collateral Agreement, as applicable.
2. Release of Security Interest in the Released Trademark Collateral. 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 Trademark Collateral and any right, title or interest of the Agent in the Released Trademark Collateral shall hereby cease and become void.

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

4. Further Assurances. Agent hereby agrees, at the Grantors' sole cost and expense, to take all further actions, and provide to the Grantors and their 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 Grantors and their successors, assigns and legal representatives may reasonably request in order to confirm, effectuate, or record this Partial Release.

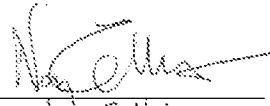
5. Continuing Effect. Except as expressly provided herein, all of the terms and provisions of the Credit Agreement, the Guarantee and Collateral Agreement and the Trademark Security Agreement shall remain in full force and effect.

6. Governing Law. This Partial Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Partial 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: Nancy E. Markos
Title: National Secretary

SCHEDULE I

UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

OWNER	MARK	FILED	SERIAL NO.	REG. NO.
Booj, LLC	BOOJ Design	03/19/13	85/880,512	4,421,754
The Gadberry Group, LLC	MICROBUILD	10/03/06	77/012,659	3,395,384
The Gadberry Group, LLC	MAGNIFY	08/11/08	77/544.070	3,590,975