

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820491

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | 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 | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3590975 | MAGNIFY | |
| Registration Number: | 3395384 | MICROBUILD | |
| 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 | | |
| SIGNATURE: | /CW/ | | |
| DATE SIGNED: | 06/28/2023 | | |
| Total Attachments: 4 | | | |
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (“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, located at 11101 Anderson Drive, Ste. 300, Little Rock, AR 72212 (the “Grantor”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) the Credit Agreement, dated as of July 31, 2013 (as amended and restated as of December 15, 2016 and as the same may be 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 Guarantee and Collateral Agreement, dated as of July 31, 2013 in favor of the Agent (as amended and restated as of December 15, 2016, together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”), among the Borrower, the Grantor, certain other affiliates of the Borrower, and the Agent, and (iii) that certain Grant of Security Interest in Intellectual Property Rights effective as of November 6, 2020 (the “Trademark Security Agreement”), between the Grantor and the Agent, the 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 I hereto, 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 November 12, 2020 at Reel 7104, Frame 0454;

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 of the Agent in the 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 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 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 Trademark Collateral and any right, title or interest of the Agent in the Trademark Collateral shall hereby cease and become void.

3. Termination. The Agent hereby terminates and cancels the Trademark Security Agreement.

4. Further Assurances. Agent hereby agrees, at the Grantor’s sole cost and expense, 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

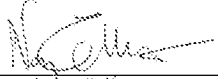
further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

5. Governing Law. This 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 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: *David F. Nelson*
Title: *Assistant Secretary*

SCHEDULE I

UNITED STATES TRADEMARK APPLICATIONS & REGISTRATIONS

| MARK | FILED | SERIAL NO. | REGISTRATION NO. | REGISTRATION DATE |
|-------------|--------------|-------------------|-------------------------|--------------------------|
| MAGNIFY | 08/11/2008 | 77/544,070 | 3,590,975 | 03/17/2009 |
| MICROBUILD | 10/03/2006 | 77/012,659 | 3,395,384 | 03/11/2008 |