

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 1st Lien Security Interest Recorded at R/F 7450/0877		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		11/03/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Redbox+ International LLC		
Street Address:	185 Oakland Ave.		
Internal Address:	Suite 150		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4596529	REDBOX+	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312.862.3135		
Email:	barbara.siepka@kirkland.com		
Correspondent Name:	Barbara M. Siepka		
Address Line 1:	300 North LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	55017-2		
NAME OF SUBMITTER:	Barbara M. Siepka		
SIGNATURE:	/Barbara M. Siepka/		
DATE SIGNED:	11/30/2023		
Total Attachments: 4			
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TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN
TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Termination and Release**”), dated as of November 3, 2023, is made by JPMORGAN CHASE BANK, N.A., as Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**Grantee**”), in favor of REDBOX+ INTERNATIONAL LLC, a Michigan limited liability company (the “**Grantor**”).

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”) between and among BELFOR HOLDINGS, INC., a Delaware corporation (the “**Borrower Representative**”), BELFOR USA GROUP, INC., a Colorado Corporation (the “**BELFOR USA**”), BELFOR EUROPE GMBH, a German corporation (the “**German Borrower**”), BELFOR (CANADA) INC., a Canadian corporation, (the “**Canadian Borrower**” and, together with the Borrower Representative, BELFOR USA, and the German Borrower, the “**Borrowers**”), ASP BF INTERMEDIATE SUB LLC, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and JPMORGAN CHASE BANK, N.A., as Collateral Agent and Administrative Agent, (b) the First Lien Security Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**First Lien Security Agreement**”), among the Borrower Representative, the Borrowers, Holdings, the Grantor, the other grantors party thereto, and the Grantee, (c) certain other Security Documents, including the First Lien Security Agreement, and (d) that certain First Lien Trademark Security Agreement dated as of September 20, 2021 (the “**Trademark Security Agreement**”), among the Grantor and the Grantee, the Grantor granted to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the **Trademark Collateral** (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations and applications referred to on Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 13, 2021 at Reel 7450, Frame 0877; and

WHEREAS, the Grantor has requested and the Grantee has agreed to provide this Termination and Release in order to terminate and release its Security Interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations and applications referred to on Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark.

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

SECTION 1. Definitions. Terms defined in the Trademark Security Agreement or the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein, as applicable.

SECTION 2. Release of Security Interest. The Grantee, without recourse, representation or warranty of any kind, hereby terminates, releases, discharges, and cancels its Security Interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations and applications referred to on Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, and any right, title or interest of the Grantee in the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademark registrations and applications referred to on Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark, shall hereby cease and become void.

SECTION 3. Termination. The Grantee, without recourse representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.


SECTION 4. Recordation. The Grantee hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

SECTION 5. Governing Law. This Termination and Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

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

JPMORGAN CHASE BANK, N.A.,
as Grantee

By: 
Name: Eric B. Bergeson
Title: Authorized Officer

SCHEDULE A
to
TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN
TRADEMARK RIGHTS

TRADEMARKS

Grantor	Mark	Registration No.	Registration Date
RedBox+ International, LLC	REDBOX+	4,596,529	September 2, 2014