# CH \$40.00 19270

ETAS ID: TM301760

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights-Term
Loan

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/02/2014	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Woodwind & Brasswind, Inc.	
Street Address:	5795 Lindero Canyon Road	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91362	
Entity Type:	CORPORATION: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1927030	THE WOODWIND & THE BRASSWIND

### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** (212) 455-7803

Email: ksolomon@stblaw.com

Correspondent Name: Jodie Sopher Pimentel, 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:	509265/1359	
NAME OF SUBMITTER:	Jodie Sopher Pimentel	
SIGNATURE:	/jsp/	
DATE SIGNED:	04/16/2014	

## **Total Attachments: 3**

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TRADEMARK REEL: 005262 FRAME: 0457

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS – TERM LOAN

TERMINATION AND RELEASE dated as of April 2, 2014, from JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Collateral Agent (the "Agent") to Woodwind & Brasswind, Inc., a Delaware corporation, located at 5795 Lindero Canyon Road, Westlake Village, California 91362 (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 9, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor and certain affiliates of the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Security Interest in Trademarks and Patents, between the Agent and Grantor dated April 12, 2012 (the "Notice"), Grantor, by reference to the Security Agreement, confirmed the grant of the Security Interest to the Agent specifically in certain Trademark and Patent Collateral;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on May 11, 2012 at Reel 4778 and Frame 0411; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark and Patent Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark and Patent Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and Notice.
- 2. <u>Release of Security Interest.</u> In accordance with Section 5 of the Notice, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. Upon the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

TRADEMARK REEL: 005262 FRAME: 0458 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: Zazz Colombia Name: Lauren Baker Title: Vice President

> TRADEMARK REEL: 005262 FRAME: 0459

# Schedule A

# **TRADEMARKS**

TITLE	REG. NO./ APP. NO.	CURRENT OWNER
THE WOODWIND & BRASSWIND	1927030	Woodwind & Brasswind, Inc.

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**RECORDED: 04/16/2014** 

TRADEMARK REEL: 005262 FRAME: 0460