

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA		07/18/2017	BANK: UNITED STATES
RECEIVING PARTY DATA			
Name:	MARKETPLACE EVENTS LLC		
Street Address:	31105 BAINBRIDGE ROAD, SUITE 3		
City:	OLON		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3906475	RICHMOND HOME & GARDEN SHOW	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F171424		
NAME OF SUBMITTER:	RACHEL KLEIN		
SIGNATURE:	/RACHEL KLEIN/		
DATE SIGNED:	07/18/2017		
Total Attachments: 4			
source=Trademark Release_flat#page2.tif			
source=Trademark Release_flat#page3.tif			
source=Trademark Release_flat#page4.tif			

OP \$40.00 3906475

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of July 18, 2017 (this "**Release**"), by GOLDMAN SACHS BANK USA ("**Goldman Sachs**"), as Administrative Agent (the "**Collateral Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Collateral Agreement, as applicable, referred to below.

Reference is made to (i) the Credit Agreement dated as of November 8, 2016 (as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**"), among CWGS Group, LLC (the "**Borrower**"), certain subsidiaries of the Borrower party thereto, the Lenders party thereto and Goldman Sachs Bank USA, as administrative agent, (ii) the Collateral Agreement dated as of November 8, 2016 (as further amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Borrower, the other Grantors party thereto from time to time and the Collateral Agent and (iii) the Trademark Security Agreement dated as of November 8, 2016, among the Borrower and the Collateral Agent (the "**Trademark Security Agreement**" and, together with the Collateral Agreement, the "**Security Agreements**").

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, the Borrower has granted security interests to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties in, among other things, the trademarks and the trademark applications of the Borrower set forth on Schedule I hereto (the "**Trademarks**"), which security interests were recorded with the United States Patent & Trademark Office on November 14, 2016 at Reel/Frame 5920/643.

WHEREAS, in connection with the repayment of all Indebtedness and the termination of all Commitments under the Credit Agreement, and the release of security interests under the Credit Documents, the Borrower has informed the Collateral Agent of its desire to obtain the release of all right, title and interest of the Collateral Agent, for the benefit of Secured Parties and each other grantee or beneficiary, in and to the Trademarks granted under the Security Agreements.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in and to the Trademarks to the Borrower. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and take further actions, in each case as reasonably requested by the Borrower and at the sole expense of the Borrower, to evidence the release and termination of the Collateral Agent's security interests in the Trademarks. The execution and delivery of this Release and any further documents and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE BORROWER'S AND THE COLLATERAL AGENT'S

REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

GOLDMAN SACHS BANK USA,
as Collateral Agent

by

Name:

Title:

Douglas Tansey
Authorized Signatory

[Signature Page to Release of Trademark Security Interest]

[[3665132]]

TRADEMARK
REEL: 006108 FRAME: 0304

Schedule I

Trademark Registrations and Applications

Trademarks

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date
Marketplace Events LLC	RICHMOND HOME & GARDEN SHOW	United States	77887601	3906475	01/18/11

[[3665132]]