# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM468870

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** 

RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		04/06/2018	BANK: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Security Investors, LLC
Street Address:	330 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: KANSAS
Name:	Rydex Holdings, LLC
Street Address:	One Security Benefit Place
City:	Topeka
State/Country:	KANSAS
Postal Code:	66636
Entity Type:	Limited Liability Company: KANSAS
Name:	Accretive Asset Management LLC
Street Address:	330 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: WASHINGTON

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3595599	ETF ESSENTIALS
Registration Number:	3391786	CURRENCYSHARES
Registration Number:	3823356	BULLETSHARES
Registration Number:	3884823	BULLETSHARES

## **CORRESPONDENCE DATA**

Fax Number: 2123108007

> **TRADEMARK** REEL: 006308 FRAME: 0581

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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.

**Phone:** 212.310.8632

**Email:** juan.arias@weil.com **Correspondent Name:** Rebecca Williams

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	IBER: R.Williams - 51014.0066	
NAME OF SUBMITTER:	Rebecca Williams	
SIGNATURE:	/Rebecca Williams/	
DATE SIGNED:	04/06/2018	

### **Total Attachments: 4**

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#### RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this "Release"), dated as of April 6, 2018 (the "Effective Date"), is made by BANK OF AMERICA, N.A., in its capacity as Administrative Agent (the "Agent"), in favor of each grantor party identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of July 22, 2013, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered a Trademark Security Agreement, dated as of July 22, 2013 (the "2013 Trademark Security Agreement"), and a Trademark Security Agreement, dated as of March 19, 2015 (the "2015 Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the 2013 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 22, 2013 at Reel 5075, Frame 0836;

WHEREAS, the 2015 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2015 at Reel 5482, Frame 0622;

WHEREAS, in reliance of the certifications of the Borrower (as defined in the Security Agreement) concerning the transactions referenced in that certain Confirmation of Partial Release, dated as of the Effective Date, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the 2013 Trademark Security Agreement or the 2015 Trademark Security Agreement, as applicable.
- 2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule I attached hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (the "Released Trademark Collateral"), arising under the Security Agreement, the 2013 Trademark Security Agreement and the 2015 Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the 2013 Trademark Security Agreement or the 2015 Trademark Security Agreement, as applicable, the Agent, without representation or warranty of any kind, hereby retransfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.
- 3. <u>Limitation</u>. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement, the 2013 Trademark Security Agreement or the 2015 Trademark Security Agreement (the "<u>Retained Collateral</u>"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement, the 2013 Trademark Security Agreement and the 2015 Trademark Security Agreement with

respect to all such Retained Collateral, and the Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

- 4. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Administrative Agent

Name: Linda Lov

Title: Assistant Vice President

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK

REEL: 006308 FRAME: 0585

# SCHEDULE I

Mark	Registration No.	Owner	Country
ETF ESSENTIALS	3595599	Security Investors,	United States
		LLC	
CURRENCYSHARES	3391786	Rydex Holdings, LLC	United States
BulletShares	3823356	Accretive Asset	United States
		Management LLC	
BulletShares Design	3884823	Accretive Asset	United States
		Management LLC	

**RECORDED: 04/06/2018**