

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of 2nd Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		05/18/2018	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fusion Performance Marketing, LLC		
<b>Street Address:</b>	7700 Forsyth Blvd., Ste. 1800		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63105		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>Name:</b>	IMG Productions, Inc.		
<b>Street Address:</b>	432 West 45th St.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4442741	F	
<b>Registration Number:</b>	4591115	FUSION MARKETING	
<b>Registration Number:</b>	4753624	BRAND AMBASSADOR COMMITMENT MODEL	
<b>Registration Number:</b>	4593571	SURVIVAL OF THE FITTEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		

OP \$115.00 4442741

<b>Address Line 4:</b>	Columbus, OHIO 43219
<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	05/21/2018
<b>Total Attachments: 5</b> source=Endeavor -Trademark Release May 2 2018#page1.tif source=Endeavor -Trademark Release May 2 2018#page2.tif source=Endeavor -Trademark Release May 2 2018#page3.tif source=Endeavor -Trademark Release May 2 2018#page4.tif source=Endeavor -Trademark Release May 2 2018#page5.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS  
(SECOND LIEN)**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN) (this “Release”), dated as of May 18, 2018 (the “Effective Date”), is made by BARCLAYS BANK PLC, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of Fusion Performance Marketing, LLC and IMG Productions, Inc. (each individually a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of May 6, 2014, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of May 2, 2018, (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was sent for recordation to the United States Patent and Trademark Office on or about May 2, 2018;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of the Collateral Agent’s security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns any and all such right, title or interest to the Grantors.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their 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 the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Collateral Agent hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Release.

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

IN WITNESS WHEREOF, the undersigned as Collateral Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests on this [ ] day of May 2018.

**BARCLAYS BANK PLC,**  
as Collateral Agent

By: 

.....  
Name: Chris Walton  
Title: Director

[Signature Page to Release of Security Interests]

**TRADEMARK**  
**REEL: 006333 FRAME: 0761**

**SCHEDULE A**

	<b><u>Owner</u></b>	<b><u>Trademark Name</u></b>	<b><u>Registration or Application No.</u></b>
1.	Fusion Performance Marketing, LLC	Design only	4442741
2.	Fusion Performance Marketing, LLC	FUSION MARKETING	4591115
3.	Fusion Performance Marketing, LLC	Brand Ambassador Commitment Model	4753624
4.	IMG Productions, Inc.	SURVIVAL OF THE FITTEST	4593571

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Barclays Bank PLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Public Limited Company
- Association
- Limited Partnership

Citizenship (see guidelines) United Kingdom

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 18, 2018

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fusion Performance Marketing, LLC

Street Address: 7700 Forsyth Blvd., Ste. 1800

City: St. Louis

State: MO

Country: USA Zip: 63105

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC-MS Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

4

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Elaine Carrera

Signature

May 18, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mall Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

IMG Productions, Inc.  
432 West 45th St.  
New York, NY 10036  
Corporation: Citizenship – USA – NY