

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM665214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as collateral agent		08/04/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STUDIO IP HOLDINGS LLC
Street Address:	1450 Broadway, 3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4102688	I WILL NOT LOSE
Registration Number:	4756166	TEAM ROC
Registration Number:	4020162	ONE ROCK NATION

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37754.00034
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/05/2021

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of August 4, 2021 by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of STUDIO IP HOLDINGS LLC (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the Security Agreement (defined below).

WHEREAS, the Grantor is a party to that certain (i) Security Agreement, dated as of August 2, 2017 (as may have been amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, and (ii) Confirmatory Trademark Security Agreement, dated as of August 2, 2017, in favor of the Collateral Agent (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office at Reel 6121, Frame 0860 on August 3, 2017;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest (the “Security Interest”) in all of Grantor’s right, title and interest in and to the Trademark Collateral, including the Trademarks set forth on Schedule A hereto;

WHEREAS, the Grantor has requested that the Collateral Agent terminate, release and discharge fully its lien on and security interest in all right, title and interest of the Grantor in and to the Trademark Collateral, including each trademark and trademark application listed on the attached Schedule A hereto, and execute a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its lien on and security interests in the Collateral as herein provided.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without representation or warranty of any kind, hereby releases, relinquishes and discharges, the Security Interest in and to all of the Grantor’s right, title, and interest in and to the Trademark Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to execute and deliver to the Grantor other instruments and other documents, and do all further acts which the Grantor (or its agents or designees) reasonably request, at the Grantor’s sole cost and expense, as may be necessary to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreement.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE COLLATERAL AGENT AND THE GRANTOR HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

**CORTLAND CAPITAL MARKET
SERVICES LLC,**
as Collateral Agent

By: 

Name: Joseph Mascherin

Title: Associate Counsel

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

<u>Mark</u>	<u>Owner</u>	<u>App Date</u>	<u>App #</u>	<u>Reg Date</u>	<u>Reg #</u>	<u>Status</u>
I WILL NOT LOSE	Studio IP Holdings LLC	10/3/2008	77585045	2/21/2012	4102688	REGISTERED
TEAM ROC	Studio IP Holdings LLC	6/21/2011	85351977	6/16/2015	4756166	REGISTERED
ONE ROCK NATION & Design	Studio IP Holdings LLC	2/4/2010	77928468	8/30/2011	4020162	REGISTERED

Pending Trademark Applications:

None.