

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872703

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 6678 / Frame 0641)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/30/2024	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Caliber Holdings LLC (fka Caliber Holdings Corporation)		
Street Address:	2941 Lake Vista Drive		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75067		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5676152	CALIBER ACADEMY	
Registration Number:	5771367	PT	
Registration Number:	5777460	PT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	8007130755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	01/31/2024		
Total Attachments: 5			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 30, 2024 (the “Effective Date”), is made by BANK OF AMERICA, N.A., in its capacity as Collateral Agent (in such capacity, the “Collateral Agent”), in favor of CALIBER HOLDINGS LLC (formerly known as Caliber Holdings Corporation), a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 5, 2019, by and among the Collateral Agent, the Grantor and certain other parties thereto (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Second Lien Security Agreement”), the Grantor executed and delivered a Second Lien Trademark Security Agreement Supplement, dated as of June 14, 2019 (the “Second Lien Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2021 at Reel/Frame 6678/0641; and

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in and continuing lien on (together, the “Security Interest”) all of the Grantor’s right, title and interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the United States trademark registrations and applications set forth on Schedule I attached hereto, as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor.

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 Second Lien Security Agreement or the Second Lien 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 its Security Interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the trademark registrations and applications set forth on Schedule I attached hereto, arising under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, as applicable, and any right, title or interest of the Collateral Agent in such Collateral shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Collateral (as defined in the Second Lien Trademark Security Agreement), including the trademark registrations and applications set forth Schedule I attached hereto, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Second Lien Trademark Security Agreement.
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the 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 the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively

effectuate the purposes of this Release. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

5. Governing Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral 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 Collateral Agent**

By:  _____

Name: Gerund Diamond

Title: Vice President

GRANTOR:

**Caliber Holdings LLC (formerly known as
Caliber Holdings Corporation)**

SCHEDULE I TO THE
SECOND LIEN TRADEMARK RELEASE

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Trademark	App. No.	Registration No.	Owner
CALIBER ACADEMY & Design (horizontal, white)	87/616,115	5,676,152	Caliber Holdings LLC
PT & Design (b&w ProTech logo)	88/036,866	5,771,367	Caliber Holdings LLC
PT & Design (color ProTech logo)	88/036,881	5,777,460	Caliber Holdings LLC

¹ The Collateral Agent's Security Interest in trademark registration no. 5729136 was previously released by that certain by that certain Release of Security Interest in Certain Trademark Rights dated as of September 30, 2019 and recorded recorded at Reel 6761/0102