# CH \$940.00 313658

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM433351

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Agreement in Trademarks recorded at Reel 5747/Frame 0131

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as collateral agent		06/30/2017	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	IP HOLDINGS UNLTD LLC			
Street Address:	103 Foulk Road			
City:	Wilmington			
State/Country:	DELAWARE			
Postal Code:	19803			
Entity Type:	Limited Liability Company: DELAWARE			

# **PROPERTY NUMBERS Total: 37**

Registration Number:         3136581         CUT&SEW           Registration Number:         4501979         ECKO UNLTD.           Registration Number:         4317354         MARC ECKO           Registration Number:         3175652         RED           Registration Number:         3213557         RED BY MARC ECKO           Registration Number:         4610019         RED BY MARC ECKO           Registration Number:         4632718         RED           Registration Number:         3155281         RED           Registration Number:         3347319         RED           Registration Number:         4099450         UNLTD.           Registration Number:         4150585         UNLTD.           Registration Number:         4145678         UNLTD. BY MARC ECKO           Registration Number:         4138180         MARC ECKO           Registration Number:         4138180         MARC ECKO           Registration Number:         4179856         CUT & SEW	Property Type	Number	Word Mark
Registration Number: 4317354 MARC ECKO Registration Number: 3175652 RED Registration Number: 3213557 RED BY MARC ECKO Registration Number: 4610019 Registration Number: 4632718 RED Registration Number: 3155281 RED Registration Number: 3347319 Registration Number: 4099450 Registration Number: 4150585 UNLTD. Registration Number: 4145678 UNLTD. BY MARC ECKO Registration Number: 3154801 WORLD FAMOUS RHINO BRAND Registration Number: 4138180 MARC ECKO Registration Number: 4179856 Registration Number: 4415103 CUT & SEW	Registration Number:	3136581	CUT&SEW
Registration Number:         3175652         RED           Registration Number:         3213557         RED BY MARC ECKO           Registration Number:         4610019         Image: Registration Number:           Registration Number:         3155281         RED           Registration Number:         3347319         Image: Registration Number:           Registration Number:         4150585         UNLTD.           Registration Number:         4145678         UNLTD. BY MARC ECKO           Registration Number:         4138180         MARC ECKO           Registration Number:         4179856         Image: Registration Number:         4179856           Registration Number:         4415103         CUT & SEW	Registration Number:	4501979	ECKO UNLTD.
Registration Number: 3213557 RED BY MARC ECKO  Registration Number: 4610019  Registration Number: 4632718  Registration Number: 3155281 RED  Registration Number: 3347319  Registration Number: 4099450  Registration Number: 4150585 UNLTD.  Registration Number: 4145678 UNLTD. BY MARC ECKO  Registration Number: 3154801 WORLD FAMOUS RHINO BRAND  Registration Number: 4138180 MARC ECKO  Registration Number: 4179856  Registration Number: 4415103 CUT & SEW	Registration Number:	4317354	MARC ECKO
Registration Number: 4610019 Registration Number: 4632718 Registration Number: 3155281 RED Registration Number: 3347319 Registration Number: 4099450 Registration Number: 4150585 UNLTD. Registration Number: 4145678 UNLTD. BY MARC ECKO Registration Number: 3154801 WORLD FAMOUS RHINO BRAND Registration Number: 4138180 MARC ECKO Registration Number: 4179856 Registration Number: 4415103 CUT & SEW	Registration Number:	3175652	RED
Registration Number:         4632718           Registration Number:         3155281         RED           Registration Number:         3347319           Registration Number:         4099450         Image: Company of the compan	Registration Number:	3213557	RED BY MARC ECKO
Registration Number: 3155281 RED  Registration Number: 3347319 Registration Number: 4099450 Registration Number: 4150585 UNLTD.  Registration Number: 4145678 UNLTD. BY MARC ECKO  Registration Number: 3154801 WORLD FAMOUS RHINO BRAND  Registration Number: 4138180 MARC ECKO  Registration Number: 4179856 Registration Number: 4415103 CUT & SEW	Registration Number:	4610019	
Registration Number: 3347319  Registration Number: 4099450  Registration Number: 4150585 UNLTD.  Registration Number: 4145678 UNLTD. BY MARC ECKO  Registration Number: 3154801 WORLD FAMOUS RHINO BRAND  Registration Number: 4138180 MARC ECKO  Registration Number: 4179856  Registration Number: 4415103 CUT & SEW	Registration Number:	4632718	
Registration Number:4099450Registration Number:4150585UNLTD.Registration Number:4145678UNLTD. BY MARC ECKORegistration Number:3154801WORLD FAMOUS RHINO BRANDRegistration Number:4138180MARC ECKORegistration Number:4179856CUT & SEW	Registration Number:	3155281	RED
Registration Number:4150585UNLTD.Registration Number:4145678UNLTD. BY MARC ECKORegistration Number:3154801WORLD FAMOUS RHINO BRANDRegistration Number:4138180MARC ECKORegistration Number:4179856Registration Number:4415103CUT & SEW	Registration Number:	3347319	
Registration Number:4145678UNLTD. BY MARC ECKORegistration Number:3154801WORLD FAMOUS RHINO BRANDRegistration Number:4138180MARC ECKORegistration Number:4179856CUT & SEW	Registration Number:	4099450	
Registration Number:3154801WORLD FAMOUS RHINO BRANDRegistration Number:4138180MARC ECKORegistration Number:4179856CUT & SEW	Registration Number:	4150585	UNLTD.
Registration Number:4138180MARC ECKORegistration Number:4179856CUT & SEW	Registration Number:	4145678	UNLTD. BY MARC ECKO
Registration Number: 4179856 Registration Number: 4415103 CUT & SEW	Registration Number:	3154801	WORLD FAMOUS RHINO BRAND
Registration Number: 4415103 CUT & SEW	Registration Number:	4138180	MARC ECKO
<u> </u>	Registration Number:	4179856	
B I I II N I OFTONO	Registration Number:	4415103	CUT & SEW
Registration Number: 2516030 ECKO UNLIMITED	Registration Number:	2516030	ECKO UNLIMITED

TRADEMARK REEL: 006095 FRAME: 0903

900411653

Property Type	Number	Word Mark
Registration Number:	2978103	ECKO UNLTD.
Registration Number:	2516031	ECKO UNLTD.
Registration Number:	3866656	ECKO UNLTD. MMA BY ECKO UNLIMITED
Registration Number:	3700726	EE
Registration Number:	3963361	MARC ECKO
Registration Number:	3781500	MARC ECKO
Registration Number:	4096639	MARC ECKO
Registration Number:	3298909	RED BY MARC ECKO
Registration Number:	4246347	
Registration Number:	4150607	
Registration Number:	2978104	
Registration Number:	2890165	
Registration Number:	2729329	
Registration Number:	3788000	
Registration Number:	3160067	
Registration Number:	3088851	UNLTD.
Registration Number:	4091679	
Registration Number:	4175891	UNLTD.
Registration Number:	4096631	UNLTD. BY MARC ECKO
Registration Number:	3023843	WORLD FAMOUS RHINO BRAND

### CORRESPONDENCE DATA

**Fax Number:** 2123548113

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: 212 819-8200

**Email:** iprecordations@whitecase.com

Correspondent Name: Matthew Campion/White & Case LLP

Address Line 1:1221 Ave of the AmericasAddress Line 2:Patent & Trademark Dept.Address Line 4:New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1179234-0036
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	06/30/2017

## **Total Attachments: 5**

source=7A-Cortland - Iconix - IP Holdings UNLTD LLC TM Release\_52006156\_2#page1.tif source=7A-Cortland - Iconix - IP Holdings UNLTD LLC TM Release\_52006156\_2#page2.tif source=7A-Cortland - Iconix - IP Holdings UNLTD LLC TM Release\_52006156\_2#page3.tif source=7A-Cortland - Iconix - IP Holdings UNLTD LLC TM Release\_52006156\_2#page4.tif

source=7A-Cortland - Iconix - IP Holdings UNLTD LLC TM Release\_52006156\_2#page5.tif

# RELEASE OF SECURITY AGREEMENT IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 30th day of June, 2017, by CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company, as collateral agent Credit Parties (as defined in the Credit Agreement (as defined in the Security Agreement (as defined below))) (in such capacity, together with its successors and assigns, if any, the "Collateral Agent"), in favor of IP HOLDINGS UNLTD LLC, a Delaware limited liability company (the "Grantor").

# WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement by and among IBG Borrower LLC, a Delaware limited liability company (the "Borrower"), the Grantor, the other grantors party thereto and the Collateral Agent dated as of March 7, 2016 (the "Security Agreement"), the Grantor granted to the Collateral Agent for the benefit of the Credit Parties a security interest in certain collateral, including the Copyright Collateral (as hereinafter defined);

WHEREAS, in connection with the Security Agreement, the Grantor executed that certain Confirmatory Trademark Security Agreement, dated as of March 7, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), under which the Grantor pledged, conveyed, sold, assigned, transferred and set over unto the Collateral Agent, for the benefit of the Credit Parties, and granted to the Collateral Agent, for the Benefit of the Credit Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademark Collateral (the "<u>Security Interest</u>"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 7, 2016 at Reel 5747/Frame 0131;

WHEREAS, the Borrower has requested, and the Collateral Agent wishes to: (a) terminate, dissolve and release any and all liens and encumbrances respecting, and any and all interests of the Collateral Agent in, the Trademark Collateral; and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Borrower has satisfied and fulfilled all of its obligations to release the Collateral Agent's Security Interest in the Trademark Collateral, and the parties seek to make record of the Collateral Agent's release to the Grantor of any and all of its Security Interest in the Trademark Collateral.

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

1. <u>Definitions</u>. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Trademark Security Agreement. The term "<u>Trademark Collateral</u>," as used herein, shall mean (a) all of the Grantor's right, title and interest in and to the

trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or adopted and used, in its business (including, without limitation, the trademark registrations and trademark applications listed on Schedule A hereto) (collectively, the "Trademarks"), and all goodwill connected with the use of, and symbolized by, each such Trademark; (b) all proceeds, products, rents and profits of or form any and all of the Trademarks and, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Trademarks; and (c) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

- 2. <u>Release of Security Interest</u>. The Collateral Agent hereby terminates, discharges and releases to the Grantor any and all of its right, title and interest in and to the Trademark Collateral, including the Security Interest, and assigns, transfers and conveys to Grantor any interest in such Trademark Collateral. Collateral Agent acknowledges and agrees that, as a result of this Release, any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Borrower or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary or as Grantor may reasonably request to effect the termination, release, discharge or reassignment to the Grantor of the Security Interest contemplated hereby.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent

Name: Em

Title: Associate Counsel

[Signature Page to Release of Security Interest in Trademarks]

# **SCHEDULE A**

# $\begin{tabular}{l} SCHEDULE~A\\ to\\ TRADEMARK SECURITY AGREEMENT \end{tabular}$

# TRADEMARK REGISTRATIONS AND APPLICATIONS

# Trademarks:

Registered Owner	Mark	App Date	Арря	Reg Date	Reg #	Status
IF HOLDINGS UNLID LLC	CUTASEW	3/22/2064	78388562	8/29/2006	3136588	recestered
ip holdings Unlid llc	ECKO UNLAD.	7/2/2004	78445522	3/25/2014	4501979	regestered
ip holdings Unlad LLC	MARCECKO	11/28/2008	77618579	4/9/2013	4317354	registered
ip holdings Unlid LLC	RED	1/14/2005	78518097	11/21/2006	3175652	RECESTERED
enlings United tic	RED BY MARCECKO	1704/2005	78976983	2/27/2003	3213587	REGISTERED
IPHOLDINGS USLID LLC	Rinno Luge	1/19/2011	8322083%	9/23/2013	4619019	RECESTERED
OPT AD TTC.	Rinto Lugo	1/24/2013	85523869	1189/2014	4682738	RECOSTERED
IPHOLDINGS UNLTD LLC	Khina Logo REO	6/10/2884	78977375	10/10/2006	31.55281	RECONTERED
IP HOLDINGS CNLTD LLC	Seissors Logo	3/13/2007	77129203	12/4/2007	3347319	REGISTRACIO
ipholdings Oblidelic	Scissors Skull Logo	8/25/2009	7781 2936	2/14/2013	4999350	BEGESTERED
IP HOLDINGS UNLTD LLC	CHAITE	1/20/2010	77915878	5/29/2012	4150585	Registered
IF HOLDINGS UNEXD LLC	UNLTD BY MARC ECKO	8/8/2013	75391831	3:22/2013	4145678	REGISTERED
IP EKOLDINGS GRILTE LLIC	WORLD FAMOUS RHDIO BRAND	3/15/2004	78387558	10/10/2006	3154803	REGISTERED
IP HOLDINGS UNLTD LLC	MARCECRO	8/22/2013	85403915	5/8/2012	3138180	REGISTERED
IP HOLDINGS UNLTD LLC	Shine Laga	11/23/2009	77983222	7/24/2012	4179856	REGISTERED
IF HULDINGS ENUTE LLC	CULKSEW	2/9/2010	77931279	10/9/2013	4415103	REGISTERED
IP HOLDINGS UNLTD LLC	ECROUNLIARTED	1/29/1998	75(2554)	12/11/2001	2516030	REGISTERED
IP HOLDINGS UNLTO LLC	ROKO UNLAD.	12/15/2000	78039450	7/26/2005	2978103	REGISTERED
IF HOLDINGS UNLTD LLC	ECKO UNLTD.	1/29/1998	75925512	12/11/2001	2516031	RECUSTERED
# HOLDHAGS UNLTD LLC	ECKO UNLTD, MMA 89 ECKO USLIMITED	11/3/6/2009	77877659	19/26/2019	38%6454	RECESTERED
ip holdings unlid llc	BE Logo	13/31/2007	77302047	10/27/2009	3700326	REGISTERED
ip holdings Unlid LLC	MARCECKO	4592010	85010172	5/17/2011	3983361	REGISTERED

5

А

Registered Owner	Mark	App Date	Арр≉	Reg Date	Reg #	Status
IP HOLDINGS UNLTD LLC	MARCECKO	11/13/2006	77042265	4/27/2940	3781590	REGESTERED
IP HOLDINGS UNLITE LLC	MARC ECRO	2/9/2016	77931226	2772012	4096639	RECHSTEREO
PHOLDENGS UNLTDILLC	KEEDBY MARCECKO	1/14/2005	78548312	9/25/2097	3298909	RECENTERED
IP HOLDINGS UNLID LLC	Khine Heset Logo	1/26/2010	77936539	11/26/2012	4246347	REGISTERED
IP HOLDINGS UNLTO LLC	Rhino Logo	2/19/2010	77939965	5/29/2012	4150607	registered
IP HOLDINGS UNLTD LLC	Rhino Logo	12/15/2000	78039457	7/26/2005	2978164	REGISTERED
IP HOLDINGS UNLTD ELC	Rhiso Logo	8/28/2002	78158725	9/38/3004	2890165	REGISTERED
PHOLDESOS UNLUVILLO	Rhino Logo	#:28/2002	78158878	6/24/2003	2729329	KEGSTERED
FEMOLDENCS UNLEDILLO	Rhino Logo	7/3/2008	77513694	5/11/2010	3788000	REGISTERED
IP HOLDINGS BNLTD LLC	Rlino Logo (Reverse)	7/2/2004	78145519	10/17/2006	316006?	REGISTERED
IP HOLDINGS UNLTO LLC	Rhino Lugo (Reverse) UNLTE	6/10/2064	78976703	5/2/2006	1088251	REGISTERED
PHOLDINGS UNLTDILLC	Rhino Logo (Standing)	3/4/2010	<b>X</b> 3029445	1/24/2012	3091679	KIBOSSTERKED
IF HOLDINGS UNLTD LLC	CMLTD:	10/34/2008	77660241	7/17/2012	4175891	RECESTERED
IP HOLDINGS UNLTO LLC	UNLTD BY MARC ECKO	1/20/2010	77915862	237/2012	4096631	REGISTERED
IP HOLDINGS UNLTO LLC	WORLD FAMOUS RHING BRAND	3/19/2004	78976042	12/6/2005	3023843	REGISTERED

# Pending Trademark Applications:

None

**RECORDED: 06/30/2017** 

6