# CH \$490.00 29435;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478962

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sterling National Bank		06/21/2018	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	NATIONAL ENTERTAINMENT NETWORK, LLC
Street Address:	397 SOUTH TAYLOR AVENUE
City:	LOUISVILLE
State/Country:	COLORADO
Postal Code:	80027
Entity Type:	Limited Liability Company: DELAWARE
Name:	FOLZ VENDING, LLC
Street Address:	397 SOUTH TAYLOR AVENUE
City:	LOUISVILLE
State/Country:	COLORADO
Postal Code:	80027
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2943520	FOLZ
Registration Number:	5089231	FUN SHOPPE
Registration Number:	2287231	KID SHOPPE
Registration Number:	4329567	NATIONAL ENTERTAINMENT NETWORK
Registration Number:	4368721	NATIONAL ENTERTAINMENT NETWORK
Registration Number:	4366653	NEN NATIONAL ENTERTAINMENT NETWORK
Registration Number:	2948024	RAINBOW CRANE
Registration Number:	2981049	RAINBOW CRANE
Registration Number:	2233463	SHOPPE
Registration Number:	1579191	SUGAR LOAF
Registration Number:	1624588	SUGAR LOAF
Registration Number:	1616544	TOY SHOPPE
Registration Number:	2441905	STICKERAMA

TRADEMARK REEL: 006360 FRAME: 0630

900455487

Property Type	Number	Word Mark
Registration Number:	3596376	STUFFED GREEN
Registration Number:	1905902	SUGARLOAF
Registration Number:	2028133	SUGARLOAF
Registration Number:	1950388	SUGAR LOAF
Registration Number:	1957176	SUGAR LOAF
Registration Number:	1930216	TREASURE SHOPPE

### **CORRESPONDENCE DATA**

### Fax Number:

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:** 2122942684

**Email:** trademarkny@winston.com

Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86364.6	
NAME OF SUBMITTER:	Amanjot Kaur	
SIGNATURE:	/Amanjot Kaur by trademarkny/	
DATE SIGNED:	06/21/2018	

### **Total Attachments: 6**

source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page1.tif source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page2.tif source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page3.tif source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page4.tif source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page5.tif source=NEN - Release of Patent- Copyright Trademark Security Agreement [Executed]#page6.tif

### RELEASE OF SECURITY INTEREST IN PATENTS, COPYRIGHTS AND TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN PATENTS, COPYRIGHTS AND TRADEMARKS (the "Release"), dated as of June 21, 2018, is executed by STERLING NATIONAL BANK, a national banking association ("Secured Party"), in favor of the grantors identified on the signature pages hereto (whether one or more, each together with its successors and permitted assigns, a "Grantor" and collectively, the "Grantors").

### Recitals

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among each Grantor and Secured Party, the Secured Party agreed to extend credit to the Grantors upon the terms and subject to the conditions set forth therein. All capitalized terms used in this Release which are not defined herein shall have the same meanings given such terms in the Loan Agreement or the Intellectual Property Security Agreement (hereinafter defined), as applicable;

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, Secured Party holds a lien against the intellectual property rights owned by each Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Patent, Copyright and Trademark Security Agreement, dated as of March 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), among the Grantors and Secured Party, as security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor granted to the Secured Party, its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the Intellectual Property Collateral, then owned or thereafter acquired by each Grantor or in, to or under which each Grantor then had or at any time thereafter may have acquired any right, title or interest, including, without limitation, the Patents, Copyrights and Trademarks identified on Schedule 1 attached hereto (collectively, the "Intellectual Property Security Interest").

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 3, 2017, at Reel/Frame 6029/0712;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of the date hereof, by and among Secured Party, National Entertainment Network, LLC and the other Credit Parties party thereto, Secured Party has consented to, among other things, the release and termination of the Intellectual Property Security Interest, including, without limitation, termination of the liens on all Intellectual Property Collateral identified on Schedule 1 attached hereto; and

WHEREAS, the Grantors have requested and Secured Party has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge in full of the Intellectual Property Security Interest and the reassignment to each applicable Grantor of any and all right, title and interest that the Secured Party may have in the Intellectual Property Collateral.

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

Secured Party hereby (i) terminates the Intellectual Property Security Agreement; (ii) relinquishes, discharges, and releases in full the Intellectual Property Security Interest, including under

the Intellectual Property Security Agreement and the Loan Agreement; and (iii) reassigns to each applicable Grantor any and all such right, title and interest that it may have in the applicable Intellectual Property Collateral of such Grantor (including, without limitation, all Intellectual Property Collateral identified on Schedule 1 attached hereto).

Secured Party hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively evidence, record and carry out the purposes of this Release, all at the expense of the Grantors. Secured Party authorizes the Grantors (or their designees) to file such documentation as is necessary to effect the releases of the Intellectual Property Security Interest and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of Secured Party's rights under the Intellectual Property Security Agreement and the Loan Agreement, with respect to the Intellectual Property Security Interest.

This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Release as of the day and year first above written.

STERLING NATIONAL BANK, as Secured Party

Name: Barbara J. Coffin

Title: Vice President

[Signature Page to Patents, Copyrights and Trademarks Security Termination]

### ACCEPTED AND AGREED:

NATIONAL ENTERTAINMENT NETWORK, LLC,

as Grantor

Name: Edward R. Flaherty

Title: President

NEN MANAGEMENT LLC,

as Grantor

Name: Edward R. Flaherty

Title: President

NEN MCP HOLDINGS, LLC,

as Grantor

Name: Edward R. Flaherty

Title: President

FOLZ VENDING, LLC,

as Grantor

By:

Name: Edward R. Flaherty

Title: President

[Signature Page to Patents, Copyrights and Trademarks Security Termination]

# SCHEDULE 1 REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	REG. NO.	REGISTRATION DATE	OWNER
Folz	76586239	2943520	4/26/2005	National Entertainment
Fun Shoppe	86767402	5089231	11/29/2016	National Entertainment
Kid Shoppe	75426799	2287231	10/19/1999	National Entertainment
National Entertainment Network	85317647	4329567	4/30/2013	National Entertainment Network,
National Entertainment Network	85978895	4368721	7/16/2013	National Entertainment Network,
NEN National Entertainment Network	85317646	4366653	7/16/2013	National Entertainment Network,
Rainbow Crane	78412157	2948024	5/10/2005	National Entertainment
Rainbow Crane	78412147	2981049	8/2/2005	National Entertainment
Shoppe	75319445	2233463	3/23/1999	National Entertainment
Sugar Loaf	73794709	1579191	1/23/1990	National Entertainment
Sugar Loaf	74012435	1624588	11/27/1990	National Entertainment
Toy Shoppe	74011920	1616544	10/9/1990	National Entertainment
Stickerama	75686877	2441905	4/10/2001	Folz Vending, LLC
Stuffed Green	77463665	3596376	3/24/2009	National Entertainment
Sugarloaf	74550421	1905902	7/18/1995	National Entertainment
Sugarloaf	74550417	2028133	1/7/1997	National Entertainment
Sugar Loaf	74550221	1950388	1/23/1996	National Entertainment
Sugar Loaf	74550424	1957176	2/20/1996	National Entertainment
Treasure Shoppe	74440944	1930216	10/24/1995	National Entertainment

Schedule 1

DAL 80682896v2

## **DOMAIN NAMES**

Credit Party	Domain Name
National Entertainment Network, LLC	FOLZVENDING.COM
National Entertainment Network, LLC	NEN-INC.COM
National Entertainment Network, LLC	NEN-LLC.COM
National Entertainment Network, LLC	NENCREATIVE.COM
National Entertainment Network, LLC	NENNOW.COM
National Entertainment Network, LLC	RAINBOWCRANES.COM
National Entertainment Network, LLC	RAINBOWCRANE.COM
National Entertainment Network, LLC	SKILLCRANE.COM
National Entertainment Network, LLC	SUGARBUCKS.COM
National Entertainment Network, LLC	SUGARLOAF-USA.COM
National Entertainment Network, LLC	SUGARLOAFCREATIONS.COM
National Entertainment Network, LLC	SUGARLOAFSHOPPE.COM
National Entertainment Network, LLC	VESCAJEWELRY.COM

DAL 80682896v2

**RECORDED: 06/21/2018**