

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534234

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ares Capital Corporation		07/29/2019	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Competitor Group, Inc.		
<b>Street Address:</b>	9330 Scranton Rd, Suite 150		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3894056	COMPETITOR	
<b>Registration Number:</b>	4739362	COMPETITOR	
<b>Registration Number:</b>	5139781	FEED ZONE	
<b>Registration Number:</b>	1502162	COMPETITOR	
<b>Registration Number:</b>	3495812	COUNTRY MUSIC MARATHON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897739		
<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>	2134262619		
<b>Email:</b>	aarnelle@goodwinlaw.com		
<b>Correspondent Name:</b>	Amy Arnelle		
<b>Address Line 1:</b>	601 S. Figueroa Street, 41st Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	131641.262352		
<b>NAME OF SUBMITTER:</b>	Amy Arnelle		
<b>SIGNATURE:</b>	/Amy Arnelle/		
<b>DATE SIGNED:</b>	07/30/2019		
<b>Total Attachments: 4</b>			

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 29<sup>th</sup> day of July, 2019 (the “Release Date”) by Ares Capital Corporation, a Maryland corporation, as administrative agent (in such capacity, the “Secured Party”), for the benefit of Competitor Group, Inc., a Delaware corporation (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Trademark Security Agreement, dated as of November 30, 2012, and that certain Supplement to Trademark Security Agreement, dated as of March 25, 2016 with the Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (all of the foregoing, collectively, the “Marks”);

WHEREAS, on or about December 6, 2012, the Secured Party recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 004913, Frame 0942 a notice of security interests in certain of the Marks; and

WHEREAS, on or about April 5, 2016, the Secured Party recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 005765, Frame 0663 a notice of security interests in certain of the Marks; and

WHEREAS, Secured Party has released Debtor from all obligations under the financing documents executed in connection with the Security Agreement and the Debtor has requested that the Secured Party release its security interest in the Marks.

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

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests

in the Marks granted by the Debtor under the Security Agreement, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

2. Recordation of Release. Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.


3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

**[Signature page follows.]**

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**ARES CAPITAL CORPORATION,**  
a Maryland corporation, as Administrative Agent

By:  \_\_\_\_\_  
Name: Ian Fitzgerald  
Title: Authorized Signatory

{SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS}

**TRADEMARK**  
**REEL: 006706 FRAME: 0646**

**EXHIBIT A**

**The Marks**

<u>Description</u>	<u>Registration/ Serial Number</u>
COMPETITOR	3,894,056/ 85/074,101
COMPETITOR	4,739,362 85/532,083
FEED ZONE	5,139,781 86/661,898
COMPETITOR	1,502,162 73/688,562
COUNTRY MUSIC MARATHON	3,495,812 77/388,858