900649905 10/15/2021

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM681278

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Release of Assignment of Trademark Security Interest		
RESUBMIT DOCUMENT ID:	900644618		

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association	FORMERLY WELLS FARGO RETAIL FINANCE, LLC	09/20/2021	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	AGC, LLC
Doing Business As:	
Street Address:	One American Boulevard
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	44145
Entity Type:	Limited Liability Company: DELAWARE
Name:	Schurman Fine Papers
Street Address:	300 Oak Bluff Lane
City:	Goodlettsville
State/Country:	TENNESSEE
Postal Code:	37072
Entity Type:	Corporation: CALIFORNIA
Name:	644064 N.B., Inc
Street Address:	40 Wellington Row
City:	Saint John
State/Country:	NEW BRUNSWICK
Postal Code:	E2L4S3
Entity Type:	Corporation: CANADA

### **PROPERTY NUMBERS Total: 14**

Registration Number:1159571PAPYRUSRegistration Number:1178636FOR A CARD THAT'S A GIFTRegistration Number:1514144PAPYRUS FOR A CARD THAT'S A GIFTRegistration Number:1514145	Property Type	Number	Word Mark			
Registration Number: 1514144 PAPYRUS FOR A CARD THAT'S A GIFT	Registration Number:	1159571	PAPYRUS			
9	Registration Number:	1178636	FOR A CARD THAT'S A GIFT			
Registration Number: 1514145	Registration Number:	1514144	PAPYRUS FOR A CARD THAT'S A GIFT			
	Registration Number:	1514145				

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Property Type	Number	Word Mark		
Registration Number:	1972557	THE ART OF SOCIAL EXPRESSION		
Registration Number:	2364138	PAPYRUS		
Registration Number:	2786437	CHELSEAPAPER.COM		
Registration Number:	2875704	CHELSEA NOTES		
Registration Number:	3240635			
Registration Number:	3235090			
Registration Number:	3199759	PAPYRUS		
Registration Number:	3390782	PAPYRUS		
Registration Number:	3380270	PAPYRUSONLINE.COM		
Registration Number:	3235089	THE JOY OF EVERYDAY		

#### **CORRESPONDENCE DATA**

**Fax Number:** 2162526741

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:** 216-252-7300 X2294

**Email:** paul.cardenas@amgreetings.com

Correspondent Name: Paul Cardenas

Address Line 1: One American Boulevard Address Line 4: Cleveland, OHIO 44145

NAME OF SUBMITTER: Paul Cardenas	
SIGNATURE:	/pdc/
DATE SIGNED:	10/15/2021

#### **Total Attachments: 3**

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#### RELEASE OF ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This Release of Assignment of Trademark Security Interest is made effective *nunc pro tunc* as of September 8, 2020, by Wells Fargo Bank, National Association, as successor to Wells Fargo Retail Finance, LLC, a Delaware limited liability company, as administrative agent and collateral agent ("Agent"), in connection with the Collateral Assignment of Trademark Security Agreement, dated as of April 17th, 2009 (together with the documents entered into connection therewith, the "Loan Documents"), by and among Schurman Fine Papers, d/b/a Papyrus, a California corporation, 644064 N.B., Inc., a New Brunswick corporation (together, "Schurman"), Agent, and AGC, LLC, a Delaware limited liability company ("AGC").

WHEREAS, in connection with the Collateral Assignment of Trademark Security Agreement, Schurman, among other things, collaterally assigned to Agent its rights, remedies, privileges, and claims (but not obligations) under that certain Trademark Security Agreement, dated as of April 17th, 2009, by and between Schurman and AGC, pursuant to which AGC granted Schurman a security interest in the Trademark Collateral listed on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

WHEREAS, the Collateral Assignment of Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 003977, Frame 0467-0485 on April 27, 2009; and

WHEREAS, effective *nunc pro tunc* as of September 8, 2020, the Trademark Security Agreement was terminated pursuant to the terms of that certain First Amended Joint Plan of Liquidation of SFP Franchise Corporation and Schurman Fine Papers Pursuant to Chapter 11 of the Bankruptcy Code, and the parties wish to record with the U.S. Patent and Trademark Office the corresponding termination of the Collateral Assignment of Trademark Security Agreement and Agent's release of assignment as security interest against the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, Agent on behalf of itself, and its successors, legal representatives, and assigns, hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Trademark Security Agreement.
- 2. <u>Release</u>. The Agent, does hereby terminate, release and discharge the assignment as security interest, liens, and all other rights it may have in the Trademark Collateral granted to it by Schurman or AGC, including pursuant to Loan Documents, and any right, title, or interest of Agent in such Trademark Collateral does hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent agrees to take all further actions, and provide AGC and their respective 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 AGC, at AGC's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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4. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of Ohio, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, Agent has caused this Release of Assignment of Trademark Security Interest to be duly executed by an authorized representative.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS SUCCESSOR TO
WELLS FARGO RETAIL FINANCE, LLC
By:
Name: Emily Abrahamson

Title: Director

Date: September 20, 2021

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## SCHEDULE 1 TRADEMARKS

Trademark	Status	Place of Registration	Class	Registration No.	Registration Date
PAPYRUS	Renewed	US	42	1159571	6/30/1981
FOR A CARD THAT'S A GIFT	Renewed	US	42	1178636	11/17/1981
PAPYRUS FOR A CARD THAT'S A GIFT (Circle with flower)	Registered	US	42	1514144	11/22/1988
FOR A CARD THAT'S A GIFT	Registered	CALIFORNIA	42	9456	3/19/1980
MISCELLANEOUS – Design (Circle with Flower)	Registered	US	42	1514145	11/22/1988
THE ART OF SOCIAL EXPRESSION	Registered	US	16	1972557	5/7/1996
PAPYRUS & DESIGN	Registered	US	35	2364138	7/14/2000
CHELSEAPAPER.COM&DESIGN	Registered	US	35, 42	2786437	11/25/2003
CHELSEA NOTES	Registered	US	16	2875704	8/17/2004
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	16	3240635	5/8/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	US	35	3235090	4/24/2007
PAPYRUS	Registered	CALIFORNIA	42	8976	12/3/1979
PAPYRUS	Registered	US	16	3199759	1/16/2007
PAPYRUS (in White) with Hummingbird (in Pink) and Brown Background	Registered	US	04, 16, 20, 35	3390782	3/14/2008
PAPYRUSONLINE.COM	Registered	US	16, 35	3380270	2/12/2008
THE JOY OF EVERYDAY	Registered	US	35	3235089	4/24/2007
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	16	TMA733303	1/27/2009
MISCELLANEOUS DESIGN (Hummingbird)	Registered	Canada	35	TMA733304	1/27/2009
PAPYRUS	Registered	Canada	16	TMA737778	4/8/2009

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RECORDED: 09/21/2021