

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medallion Capital, Inc.		06/03/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Reel Power International, Inc., formerly Reel-O-Matic, Inc.		
Street Address:	6408 S. Eastern Avenue		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73149-5134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1318574	REEL-O-MATIC	
Registration Number:	1449272	THE REEL DEAL	
Registration Number:	1546080	LONG RUN	
Registration Number:	1780771	AUTOREEL	
Registration Number:	1732482	REEL-O-MATIC	
Registration Number:	1855011	REEL-NEAT	
Registration Number:	2096089	LENGTH-TRAC	
Registration Number:	2649762	AUTOSPOOL	
Registration Number:	2638529	LONG RUN QUALITY REALLY SHOWS IN THE LON	
Registration Number:	2743603	"THE REEL-MAGIC LIMITED LIFETIME WARRANT	
Registration Number:	2631639	LONG RUN	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Phone: 212 728 8000
Email: ipdept@willkie.com
Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	120593.00001 KAW
NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	07/01/2013

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”), is granted and conveyed as of this 3rd day of June, 2013, by Medallion Capital, Inc., as agent (the “Agent”), in favor of Reel Power International, Inc., formerly Reel-O-Matic, Inc., a Delaware corporation (the “Obligor”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Loan Agreement, dated as of December 31, 2009 (the “Loan Agreement”), the Obligor granted to the Agent, for the benefit of the Secured Party, security interests in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Loan Agreement, the Obligor executed that certain Amended and Restated Patent and Trademark Security Agreement, dated as of December 31, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of Obligor’s right, title and interest in, to and under the Trademark Collateral (together with the security interests granted pursuant to the Loan Agreement, the “Security Interests”), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement amended and restated the original Patent and Trademark Security Agreement, dated as of May 29, 2009, entered into by and between the parties (the “Original Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on December 31, 2009 at Reel 4123/Frame 0063;

WHEREAS, the Original Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 29, 2009 at Reel 3996/Frame 0241;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the 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 Obligor has satisfied and fulfilled all of its obligations to release the Agent’s Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent’s release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement. The term “Trademark Collateral,” as used herein, shall mean (a) all of the Obligor’s right, title and interest in and to the trademarks, service marks, collective membership marks, any registrations or applications for registrations therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the federally registered marks and applications therefor listed on Schedule I hereto, and any divisions or renewals thereof or corresponding foreign trademark registrations and applications; and (b) all proceeds of any and all of the foregoing.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

[signature page follows]

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

MEDALLION CAPITAL INC.,
as Agent

By: Dean Pickeral
Name:
Title:

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I
TRADEMARKS

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
US TRADEMARK "REEL-O-MATIC" Classes: 037	08/21/81	73/324,739	02/05/85	1,318,574
US TRADEMARK "THE REEL DEAL" Classes: 006	12/12/86	73/635,011	07/28/87	1,449,272
US TRADEMARK "LONG RUN" Classes: 007	04/19/88	73/726,244	07/04/89	1,546,080
US TRADEMARK "AUTOREEL" Classes: 07	07/31/90	74/083,407	07/06/93	1,780,771
US TRADEMARK "REEL-O-MATIC" Classes: 007, 008, 009	07/31/90	74/083,650	11/17/92	1,732,482
US TRADEMARK "REEL-NEAT" Classes: 007, 008, 009	12/12/90	74/122,847	09/20/94	1,855,011
US TRADEMARK "LENGTH-TRAC" Classes: 009	06/17/96	75/120,276	09/09/97	2,096,089

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
US TRADEMARK "AUTOSPOOL" Classes: 007	10/23/98	75/575,878	11/12/02	2,649,762
US TRADEMARK "LONG RUN - QUALITY REALLY SHOWS IN THE LONG RUN" (& LOGO) Classes: 007	01/18/01	76/195,254	10/22/02	2,638,529
US TRADEMARK "THE REEL-MAGIC LIFETIME LIMITED WARRANTY" Classes: 036	05/16/01	76/257,620	07/29/03	2,743,603
US TRADEMARK "LONG RUN" Classes: 007	01/30/02	76/364,160	10/08/02	2,631,639
FOREIGN TRADEMARK SINGAPORE "REEL-O-MATIC" Class: 007	09/26/90	6677/90	09/26/90	T90/066771
FOREIGN TRADEMARK SOUTH KOREA "REEL-O-MATIC" Class: 007	08/01/90	90-23017	01/8/93	256750
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" Class: 007	01/07/91	91000902	12/30/91	577263

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" Class: 009	01/07/91	91000901	01/10/92	578514
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" in Chinese characters Class: 009	05/03/91	91017100	04/10/92	590249
FOREIGN TRADEMARK CHINA "REEL-O-MATIC" in Chinese characters Class: 007	05/03/91	91017101	04/20/92	591603
FOREIGN TRADEMARK HONG KONG "REEL-O-MATIC" ("Wai Ngo") in Chinese characters Class: 007	05/08/91	2990/91	05/08/91	2170/93
CHINESE TRADEMARK HONG KONG "REEL-O-MATIC" ("Wai Ngo") in Chinese characters Class: 009	05/08/91	2991/91	05/08/91	B1063/95
FOREIGN TRADEMARK EUROPEAN COMMUNITY TRADEMARK "REEL-O-MATIC" Classes: 007, 008, 009, 040	04/18/02	2658797	10/02/03	2658797

DESCRIPTION	Filing Date	Appl. No.	Reg. Date	Reg. No.
FOREIGN TRADEMARK GERMANY "REEL-O-MATIC" Class: 007	08/07/90	R49705/7W z	07/30/91	1179595
FOREIGN TRADEMARK EUROPEAN COMMUNITY TRADEMARK "REEL-O-MATIC" Classes: 007, 009	04/01/96	200,790	06/11/98	200,790
FOREIGN TRADEMARK UNITED KINGDOM "REEL-O-MATIC" Class: 009	08/24/90	1437824	04/10/92	1437824
FOREIGN TRADEMARK UNITED KINGDOM "REEL-O-MATIC" Classes: 007	03/04/91	1457222	04/29/94	1457222
FOREIGN TRADEMARK CANADA "AUTOREEL" Class: 007	03/14/96	806960	04/21/97	TMA474,976