

## 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 Tulsa Power, Inc.		
Street Address:	6408 S. Eastern Avenue		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73149-5134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2346242	TULSA POWER	
Registration Number:	3185716	TULSA POWER	
Registration Number:	1509938	THE REEL THING	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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: 4 source=Medallion_Reel_Executed Release of Security Interest in Trademarks (2) (2)#page1.tif source=Medallion_Reel_Executed Release of Security Interest in Trademarks (2) (2)#page2.tif source=Medallion_Reel_Executed Release of Security Interest in Trademarks (2) (2)#page3.tif source=Medallion_Reel_Executed Release of Security Interest in Trademarks (2) (2)#page4.tif	

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 3<sup>rd</sup> day of June, 2013, by Medallion Capital, Inc., as agent (the "Agent"), in favor of Reel Power International, Inc., formerly Tulsa Power, 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 August 4, 2008, 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 0106;

WHEREAS, the Original Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 29, 2009 at Reel 3996/Frame 0094;

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 Pickard  
Name:  
Title:

[Signature Page to Release of Security Interest in Trademarks]

**SCHEDULE I**  
**TRADEMARKS**

<b>DESCRIPTION</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
TULSA POWER	4/25/00	2,346,242
TULSA POWER	12/19/06	3,185,716
THE REEL THING	10/25/88	1,509,938