

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HSBC Bank USA, National Association		02/06/2014	Association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Reservoir Media Management, Inc.
<b>Street Address:</b>	225 Varick Street, 6th Floor
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10014
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	85581232	RESERVOIR MEDIA MANAGEMENT
<b>Serial Number:</b>	85581241	RESERVOIR MEDIA M A N A G E M E N T

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	8668265420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	301-638-0511
<b>Email:</b>	ipresearchplus@comcast.net
<b>Correspondent Name:</b>	IP Research Plus, Inc.
<b>Address Line 1:</b>	21 Tadcaster Circle
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39254
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa

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Signature:	/pja/
Date:	02/13/2014
Total Attachments: 4 source=39254#page1.tif source=39254#page2.tif source=39254#page3.tif source=39254#page4.tif	

## TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of February 6, 2014, is by HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association (the "*Bank*"), in favor of RESERVOIR MEDIA MANAGEMENT, INC., a Delaware corporation (the "*Grantor*").

### WITNESSETH:

**WHEREAS**, (i) the Grantor and the Bank are parties to the Security Agreement, dated as of April 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "*Security Agreement*") and (ii) the Grantor entered into the Trademark Security Agreement, dated as of April 13, 2012, in favor of the Bank (as amended, restated, supplemented or otherwise modified from time to time to the date hereof, the "*Trademark Security Agreement*");

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Bank a continuing security interest in all of its right, title and interest in and to certain collateral, including without limitation, the trademark registrations and trademark applications set forth on Schedule A hereto, together with the goodwill associated therewith (collectively, the "*Trademark Collateral*");

**WHEREAS**, the Trademark Security Agreement was recorded with United States Patent and Trademark Office on April 26, 2012 at Reel 4765 and Frame 0854;

**WHEREAS**, the Bank now desires to terminate and release its security interest in and liens upon the Trademark Collateral; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(a) the Bank hereby terminates, reassigns, relinquishes, releases and discharges any and all security interests and liens it has in or against the Trademark Collateral, without recourse or representation or warranty, express or implied;

(b) if and to the extent that the Bank has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Grantor, without recourse or representation or warranty, express or implied; and

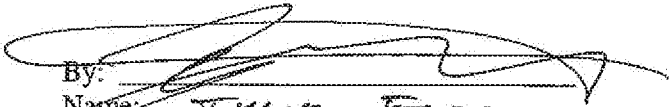
(c) the Bank agrees to make filings with the United States Patent and Trademark Office and other necessary filings to evidence the release and termination of the Bank's security interests in the Trademark Collateral as reasonably requested by the Grantor, in each case at the sole cost and expense of the Grantor.

**THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY INTEREST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE BANK'S SUCCESSORS AND PERMITTED ASSIGNS.**

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Trademark Security Interest by its duly authorized officer as of the date first above written.

**HSBC BANK USA, NATIONAL ASSOCIATION**

By:   
Name: TYLER FOSTER  
Title: VICE PRESIDENT

Accepted and Agreed:

RESERVOIR MEDIA MANAGEMENT, INC.

By:   
Name: GOLNAR KHORRAMSHAHI  
Title: PRESIDENT

SCHEDULE A

Description of Mark	Serial Number	Class	Filing Date
<b>NAME</b>	<b>Serial No.</b>	<b>Class</b>	<b>Filing Date</b>
Reservoir Media Management, Inc.	85581232	International Class 041	03/27/2012
Reservoir Media Management & Design	85581241	International Class 041	03/27/2012

RESTRICTED - (Schedule A to Termination and Release of Trademark Security Interest)

**TRADEMARK**

**RECORDED: 02/13/2014**

**REEL: 005216 FRAME: 0372**