TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights-ABL Loan

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/02/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	GTRC Services, Inc.	
Street Address:	5795 Lindero Canyon Road	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91362	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3938392	GRABBERS
Serial Number:	77681869	PROTEGE
Serial Number:	77847852	ROCKETEER
Serial Number:	77916695	CRUMAR
Registration Number:	4007267	VENTUS
Serial Number:	85069437	MULTIVOX
Serial Number:	85070547	ACOUSTIC CONTROL
Serial Number:	85323858	MUSICIAN'S GEAR
Registration Number:	4160370	JO-RAL

CORRESPONDENCE DATA

900286503

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

Phone: (212) 455-7803

Email: ksolomon@stblaw.com **Correspondent Name:** Jodie Sopher Pimentel, Esq. Address Line 1: Simpson Thacher & Bartlett LLP

425 Lexington Avenue Address Line 2:

Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 005262 FRAME: 0312

ATTORNEY DOCKET NUMBER:	509265/1359
NAME OF SUBMITTER:	Jodie Sopher Pimentel
SIGNATURE:	/jsp/
DATE SIGNED:	04/16/2014

Total Attachments: 3

source=15594521 TM Release ABL Loan 4649_0147 (GTRC Services)#page1.tif source=15594521 TM Release ABL Loan 4649_0147 (GTRC Services)#page2.tif source=15594521 TM Release ABL Loan 4649_0147 (GTRC Services)#page3.tif

TRADEMARK REEL: 005262 FRAME: 0313

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS – ABL LOAN

TERMINATION AND RELEASE dated as of April 2, 2014, from JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Collateral Agent (the "<u>Agent</u>") to GTRC Services, Inc., a Delaware corporation, located at 5795 Lindero Canyon Road, Westlake Village, California 91362 (the "<u>Grantor</u>").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 9, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor and certain affiliates of the Grantor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Security Interest in Trademarks and Patents, between the Agent and Grantor dated October 17, 2011 (the "Notice"), Grantor, by reference to the Security Agreement, confirmed the grant of the Security Interest to the Agent specifically in certain Trademark and Patent Collateral;

WHEREAS, the Notice was recorded in the United States Patent and Trademark Office on October 26, 2011 at Reel 4649 and Frame 0147; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark and Patent Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark and Patent Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto. The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and Notice.
- 2. <u>Release of Security Interest.</u> In accordance with Section 5 of the Notice, the Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. Upon the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

TRADEMARK REEL: 005262 FRAME: 0314 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: <u>Janua Rall</u> Name: Lauren Baker Title: Vice President

TRADEMARK
REEL: 005262 FRAME: 0315

Schedule A

TRADEMARKS

TITLE	REG. NO./ APP. NO.	CURRENT OWNER
GRABBERS	3938392	GTRC Services, Inc.
PROTÉGÉ	77/681869	GTRC Services, Inc.
ROCKETEER	77/847852	GTRC Services, Inc.
CRUMAR	77/916695	GTRC Services, Inc.
VENTUS	4007267	GTRC Services, Inc.
MULTIVOX	85/069437	GTRC Services, Inc.
ACOUSTIC CONTROL	85/070547	GTRC Services, Inc.
MUSICIAN'S GEAR	85/323858	GTRC Services, Inc.
JO-RAL	4160370	GTRC Services, Inc.

509265--1359--13099--Active. 15594521.2

RECORDED: 04/16/2014

TRADEMARK
REEL: 005262 FRAME: 0316