# CH \$40.00 765799

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM308665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Société Générale, as Agent		06/25/2014	Bank: FRANCE

#### **RECEIVING PARTY DATA**

Name:	Creative Circle, LLC	
Street Address:	5900 Wilshire Boulevard, 11th Floor	
City:	Los Angeles	
State/Country:	CALIFORNIA	
Postal Code:	90036	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	76579944	CREATIVE CIRCLE

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	79896.00008 (RELEASE)
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/25/2014

#### **Total Attachments: 4**

source=Project Rosemary Release of Trademark Security Interest (Executed)#page1.tif source=Project Rosemary Release of Trademark Security Interest (Executed)#page2.tif source=Project Rosemary Release of Trademark Security Interest (Executed)#page3.tif source=Project Rosemary Release of Trademark Security Interest (Executed)#page4.tif

TRADEMARK REEL: 005309 FRAME: 0058

900293166

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of June 25, 2014, from Société Générale as collateral agent (the "Agent") for the Secured Parties (as defined in the Pledge and Security Agreement referred to below), to Creative Circle, LLC, a Delaware limited liability company having a principal place of business at 5750 Wilshire Boulevard, Los Angeles, CA 90036 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of September 28, 2012, among the Agent, the Grantor and MSCP V CC Midco, LLC ("Holdings") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") and the Security Agreements (as hereinafter defined).

#### WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of September 28, 2012 (the "<u>Trademark Security Agreement</u>") and pursuant to that certain Pledge and Security Agreement, dated as of September 28, 2012 (the "<u>Pledge and Security Agreement</u>" and, together with the Trademark Security Agreement, the "<u>Security Agreements</u>"), made by the Grantor in favor of the Agent, a security interest (the "<u>Security Interest</u>") was granted by the Grantor to the Agent in certain Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 2, 2012, at Reel 4870, Frame 0927; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the Security Agreements, 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>Intellectual Property Collateral</u>: The term "Intellectual Property Collateral," as used herein, shall mean Grantor's right, title and interest in, to and under all of the following property (other than the Excluded Property, as defined in the Trademark Security Agreement):

TRADEMARK REEL: 005309 FRAME: 0059

- (a) all United States Trademarks (including the United States Trademark set forth on Schedule I hereto) and United States Trademark Licenses to which it is a party;
- (b) all goodwill of the business connected with the use of, and symbolized by, each United States Trademark and each United States Trademark License:
- (c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or United States Trademark licensed under any United States Trademark License or (ii) injury to the goodwill associated with any United States Trademark or any United States Trademark licensed under any United States Trademark License.
- 2. <u>Release of Security Interest</u>: The Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>: The Agent shall execute and deliver to such Grantor, at such Grantor's expense, all releases, instruments or other documents (including without limitation UCC termination statements), and do or cause to be done all other acts, that the Grantors may reasonably request to evidence the release of such item of Collateral from the assignment and Security Interest granted hereby.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK REEL: 005309 FRAME: 0060 IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SOCIÉTÉ GÉNÉRALE,

as Agent

Bv:

Name: Pranav Chandra Title: Managing Director

TRADEMARK
REEL: 005309 FRAME: 0061

# SCHEDULE I

# **Trademark Registrations**

TRADEMARK App. No. Filing Date Reg. No. Reg. Date
CREATIVE CIRCLE 76579944 March, 8, 2004 2941387 April 19, 2005

LEGAL\_US\_E # 110350452.3

TRADEMARK
RECORDED: 06/25/2014 REEL: 005309 FRAME: 0062