OP \$40.00 2925791

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM346558

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Reel: 4588 / Frame:0187)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/25/2015	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Crown Media United States, LLC, as Grantor	
Street Address:	12700 Ventura Blvd.	
City:	Studio City	
State/Country:	CALIFORNIA	
Postal Code:	91604	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2925791	ROUGH N READY SATURDAY

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan, Legal Assistant	
SIGNATURE:	/Marina Kelly, Thomson Reuters/	
DATE SIGNED:	07/01/2015	

Total Attachments: 4

source=1 25B Crown - Term Loan Trademark Release#page1.tif source=1 25B Crown - Term Loan Trademark Release#page2.tif source=1 25B Crown - Term Loan Trademark Release#page3.tif source=1 25B Crown - Term Loan Trademark Release#page4.tif

TRADEMARK REEL: 005566 FRAME: 0956

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of June 25, 2015 (the "Effective Date"), is made by JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (the "Administrative Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Term Loan Security Agreement, dated as of July 14, 2011, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Term Loan Security Agreement"), the Grantor granted to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Term Loan Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of July 14, 2011 (the "<u>Term Loan Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Term Loan Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 21, 2011 at Reel/Frame 4588/0187;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Term Loan Security Agreement or the Term Loan Trademark Security Agreement, as applicable.
- 2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Pledged Collateral under the Term Loan Trademark Security Agreement, including the trademark registrations and applications set forth in Schedule I attached hereto (collectively, "Term Loan Trademark Collateral"), arising under the Term Loan Security Agreement and the Term Loan Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Term Loan Trademark Collateral under the Term Loan Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Term Loan Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK REEL: 005566 FRAME: 0957 IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

JPMORGAN CHASE BANK, N.A., acting in its capacity as Administrative Agent

By:

Name: Gerardo B. Loera

Title: Executive Director

GRANTORS:

Crown Media United States, LLC

SCHEDULE 1

<u>to</u> <u>RELEASE OF SECURITY INTEREST IN TRADEMARKS</u> <u>TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS</u>

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Crown Media United States, LLC	2925791	Rough N Ready Saturday
Trademark Applications: None.		

TRADEMARK
RECORDED: 07/01/2015 REEL: 005566 FRAME: 0959