

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349422

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		07/28/2015	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MovieStop, LLC
Street Address:	1300 Cobb International Dr., Suite C
City:	Kennesaw
State/Country:	GEORGIA
Postal Code:	30152
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3110314	MOVIESTOP BUY SELL TRADE
Registration Number:	2931959	MOVIESTOP
Registration Number:	3558755	BUY MOVIESTOP TRADE
Registration Number:	3558754	MOVIESTOP
Registration Number:	3800272	MOVIESTOP
Registration Number:	3800271	MOVIESTOP
Registration Number:	3608477	MOVIESTOP
Registration Number:	3608476	MOVIESTOP
Registration Number:	3925882	MOVIESTOP
Registration Number:	3911431	MOVIESTOP
Registration Number:	3911430	MOVIESTOP

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

OP \$290.00 3110314

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F157311

NAME OF SUBMITTER: James Won

SIGNATURE: /James Won/

DATE SIGNED: 07/28/2015

Total Attachments: 4

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

Date: July 28, 2015

WHEREAS, the undersigned, **Bank of America, N.A.**, a national banking association (the "**Agent**"), as collateral agent for its own benefit and the benefit of the other Secured Parties (as described in the 2008 Agreement referred to below) and Credit Parties (as described in the 2011 Agreement referred to below) (hereinafter, collectively, the "**Credit Parties**") under (i) that certain Patent and Trademark Security Agreement, dated November 12, 2008, as recorded with the United States Patent and Trademark Office ("**PTO**") on November 24, 2008 at Reel/Frame 3893/0337, by and among, among others, **GameStop, Inc.**, a Minnesota corporation ("**GameStop**") and the Agent (as amended and together with any further modifications and amendments, collectively, the "**2008 Agreement**") and (ii) that certain Amended and Restated Patent and Trademark Security Agreement, dated January 4, 2011, as recorded with the PTO on January 21, 2011 at Reel/Frame 4457/0154, by and among, among others, GameStop and the Agent (as amended and together with any further modifications and amendments, collectively, the "**2011 Agreement**," and together with the 2008 Agreement, the "**Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement;

WHEREAS, pursuant to the Agreement, GameStop granted to the Agent, for its own benefit and for the benefit of the other Credit Parties, a lien on and security interest in, all of GameStop's right, title, and interest to, among other things, the Trademarks set forth on Schedule A attached hereto, together with all (i) Trademark Licenses with respect to such Trademarks, (ii) rights and privileges arising under applicable law with respect to GameStop's use of such Trademarks, (iii) reissues, continuations, extensions and renewals thereof, (iv) any goodwill of the business connected with, and symbolized by, the Trademarks, (v) income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (v) rights corresponding to any of the foregoing throughout the world, (vii) the right to sue for past, present and future infringements and dilutions of any of the foregoing, and (viii) other IP Collateral with respect to such Trademarks (the Trademarks set forth on Schedule A attached hereto, together with the items described in the foregoing clauses (i) through (viii) solely with respect to such Trademarks, are hereinafter referred to as the "Specified Collateral");

WHEREAS, GameStop has entered on February 27, 2011 into (i) that certain Contribution Agreement with MovieStop, LLC, a Delaware limited liability company ("**MovieStop**"), pursuant to which GameStop contributed certain assets to MovieStop, including, but, not limited to the Trademarks set forth in Schedule A annexed hereto and (ii) that certain Trademark Assignment Agreement with MovieStop (the "**Assignment Agreement**"), pursuant to which GameStop assigned all right, title and interest in and to the Trademarks set forth in Schedule A, together with the goodwill of the businesses with which such Trademarks are associated, to MovieStop, which Assignment Agreement was recorded with the PTO on September 6, 2011 at Reel/Frame 4617/0339; and

WHEREAS, in connection with the Assignment Agreement, GameStop and MovieStop have requested that that the Agent release and reassign to MovieStop its interest in the Specified Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent on its own behalf and on behalf of the other Credit Parties does hereby (i) release and discharge fully any and all liens and security interests (including the Security Interest as defined in the Security Agreement) it may have in and to the Specified Collateral, and (ii) reassign to MovieStop, without any representation or warranty, any and all of the Agent's or Credit Parties' right, title or interest in and to such Specified Collateral.

The Agent hereby authorizes and requests that the PTO note and record the present Partial Release of Security Interest in Trademarks.

Except for the release of Specified Collateral, all terms and provisions of the Agreement shall remain in full force and effect. Nothing contained herein shall in any way impair the validity or enforceability of the Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein. **Any lien and/or security interest granted pursuant to the Agreement and the Security Agreement shall remain unchanged and in full force and effect except as specifically released hereby and shall continue to secure the payment and performance of all of the Secured Obligations (as defined in the Security Agreement).**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

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IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Partial Release of Security Interest in Trademarks as of the date above first written.

BANK OF AMERICA, N.A., as Agent

By: 

Name: Andrew Cerussi








Title: Director

[Signature Page to Partial Release of Security Interest in Trademarks]

TRADEMARK
REEL: 005601 FRAME: 0044

SCHEDULE A

Trademarks

Record Owner	Trademark or Service Mark	Serial No.	Registration No.	Filing Date/Registration Date
MovieStop, LLC	MOVIESTOP BUY SELL TRADE 	78462013	3110314	06/27/2006
MovieStop, LLC	MOVIESTOP	78299096	2931959	03/08/2005
MovieStop, LLC	BUY MOVIESTOP TRADE 	77366203	3558755	01/06/2009
MovieStop, LLC	MOVIESTOP 	77366198	3558754	01/06/2009
MovieStop, LLC	MOVIESTOP	77551371	3800272	06/08/2010
MovieStop, LLC	MOVIESTOP 	77551370	3800271	06/08/2010
MovieStop, LLC	MOVIESTOP 	77551355	3608477	04/21/2009
MovieStop, LLC	MOVIESTOP	77551342	3608476	04/21/2009
MovieStop, LLC	MOVIESTOP	77368542	3925882	03/01/2011
MovieStop, LLC	MOVIESTOP 	77369454	3911431	01/25/2011
MovieStop, LLC	MOVIESTOP 	77368604	3911430	01/25/2011
MovieStop, LLC	MOVIESTOP EXPRESS	77857228	None	10/26/2009

International Trademarks

Record Owner	Country	Trademark or Service Mark	Registration No.	Filing Date/Registration Date
MovieStop, LLC	Canada	MOVIESTOP	TMA713,077	04/29/2008
MovieStop, LLC	European Union	MOVIESTOP	CTM - 004367207	04/18/2006

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