# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM359041

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900340344

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MERRILL LYNCH CREDIT PRODUCTS, LLC		10/01/2015	LIMITED LIABILITY COMPANY:

#### **RECEIVING PARTY DATA**

Name:	IBIQUITY DIGITAL CORPORATION	
Street Address:	6711 Columbia Gateway Drive	
Internal Address:	Suite 500	
City:	Columbus	
State/Country:	MARYLAND	
Postal Code:	21046	
Entity Type:	CORPORATION: MARYLAND	

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3275640	HD NOW
Registration Number:	3275641	HD NOW
Serial Number:	77288823	TAG
Registration Number:	3911403	
Registration Number:	3835526	
Registration Number:	3481084	HD DIGITAL RADIO ALLIANCE
Registration Number:	2727566	IBIQUITY DIGITAL
Registration Number:	2669755	IBIQUITY DIGITAL
Registration Number:	2841147	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	2872292	HD RADIO
Registration Number:	2867407	HD
Registration Number:	2867408	HD RADIO PURE DIGITAL. CLEAR RADIO.
Registration Number:	2865524	HD RADIO
Registration Number:	2832781	HD RADIO READY
Registration Number:	2860944	HD
Registration Number:	2726894	IBIQUITY
Serial Number:	76652279	HD DIGITAL RADIO
		TRADEMARK

900341267 REEL: 005646 FRAME: 0616

Property Type	Number	Word Mark
Serial Number:	76656891	EZ HD RADIO
Serial Number:	76656924	EZ HD

#### **CORRESPONDENCE DATA**

**Fax Number:** 2156562498

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:** 2156563300

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: 1650 Market Street

Address Line 2: Suite 4900

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	368861-17
NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	10/19/2015

#### **Total Attachments: 5**

source=iBiquity - Trademark Release#page1.tif source=iBiquity - Trademark Release#page2.tif source=iBiquity - Trademark Release#page3.tif source=iBiquity - Trademark Release#page4.tif source=iBiquity - Trademark Release#page5.tif

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 1, 2015 (the "Effective Date"), is made by MERRILL LYNCH CREDIT PRODUCTS, LLC, in its capacity as Collateral Agent (the "Agent"), in favor of IBIQUITY DIGITAL CORPORATION (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of December 1, 2006, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered Trademark Security Agreements, dated as of December 1, 2006, March 3, 2008 and July 20, 2009 (together, the "Trademark Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, a Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 4, 2008 at Reel/Frame 3731/0296;

WHEREAS, a Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 21, 2009 at Reel/Frame 4027/0956;

WHEREAS, a Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 11, 2006 at Reel/Frame 3441/0806;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including without limitation the trademark registrations and applications set forth on Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, reconveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The 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.				
[Signature page follows]				

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

MERRILL LYNCH CREDIT PRODUCTS, LLC, acting in its capacity as Collateral Agent for the Lenders

Name:

Title:

Jonathan M. Barnes Vice President

[Signature Page to iBiquity Trademark Release]

### Release of Trademark Security Agreement recorded on March 4, 2008 at reel/frame 3731/0296

Owner	Trademark	Serial No./ Reg. No.
Ibiquity Digital Corporation	HD NOW	3275640
Ibiquity Digital Corporation	HD NOW	3275641
Ibiquity Digital Corporation	TAG	77288823
Ibiquity Digital Corporation	ARC DESIGN	3911403
Ibiquity Digital Corporation	ARC DESIGN	3835526

## Release of Trademark Security Agreement recorded on July 21, 2009 at reel/frame 4027/0956

Owner	Trademark	Serial No./ Reg. No.
Ibiquity Digital Corporation	HD DIGITAL RADIO ALLIANCE	3481084

## Release of Trademark Security Agreement recorded on December 11, 2006 at reel/frame 3441/0806

Owner	Trademark	Serial No./ Reg. No.
Ibiquity Digital Corporation	IBIQUITY DIGITAL	2727566
Ibiquity Digital Corporation	IBIQUITY DIGITAL	2669755
Ibiquity Digital Corporation	HD RADIO PURE DIGITAL. CLEAR RADIO.	2841147
Ibiquity Digital Corporation	HD RADIO	2872292
Ibiquity Digital Corporation	HD	2867407
Ibiquity Digital Corporation	HD RADIO PURE DIGITAL. CLEAR RADIO.	2867408
Ibiquity Digital Corporation	HD RADIO	2865524
Ibiquity Digital Corporation	HD RADIO READY	2832781
Ibiquity Digital Corporation	HD	2860944
Ibiquity Digital Corporation	IBIQUITY	2726894
Ibiquity Digital Corporation	HD NOW	3275640
Ibiquity Digital Corporation	HD NOW	3275641

Owner	Trademark	Serial No./ Reg. No.
Ibiquity Digital Corporation	HD DIGITAL RADIO ALLIANCE	3481084
Ibiquity Digital Corporation	HD DIGITAL RADIO	76652279
Ibiquity Digital Corporation	EZ HD RADIO	76656891
Ibiquity Digital Corporation	EZ HD	76656924

**RECORDED: 10/08/2015**