

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402081

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCP Opportunities, LLC (successor to McLarty Capital PartnersSBIC, L.P.		10/13/2016	Corporation:

RECEIVING PARTY DATA

Name:	RLJ Entertainment, Inc.
Street Address:	8515 Georgia Avenue
Internal Address:	Suite 650
City:	Silver Spring
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	Corporation: NEVADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4637884	RLJ ENTERTAINMENT
Serial Number:	85884066	RLJE
Registration Number:	4809658	UMC URBAN MOVIE CHANNEL
Registration Number:	4742266	ACACIATV
Registration Number:	2695190	ACORNMEDIA
Registration Number:	2917252	ACORN EXCEPTIONAL ENTERTAINMENT IMAGINAT
Registration Number:	3368678	ACACIA
Registration Number:	3178608	ACACIA
Registration Number:	3740722	ATHENA
Registration Number:	3857357	ATHENA
Registration Number:	3412504	YOGA TO THE RESCUE
Registration Number:	3412507	YOGA TO THE RESCUE
Registration Number:	3969772	HEALTHY JOYFUL LIVING
Registration Number:	3690242	KEEPING FIT
Registration Number:	2918183	KEEPING FIT IN YOUR 50S
Registration Number:	3739167	ENGAGE YOUR MIND EXPAND YOUR WORLD
Registration Number:	4255562	THE BEST BRITISH TV

OP \$640.00 4637884

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4255563	THE BEST BRITISH TELEVISION
Registration Number:	4149734	ACORN TV
Registration Number:	1588570	IMAGE
Registration Number:	2627964	IMAGE ENTERTAINMENT
Registration Number:	3740433	ONE VILLAGE ENTERTAINMENT
Registration Number:	3826130	IMAGE ENTERTAINMENT
Registration Number:	4182147	MIDNIGHT MADNESS SERIES
Registration Number:	4137664	IMAGE MADACY ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number: 2028576395

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: 202 857 8920

Email: chiara.giuliani@arentfox.com

Correspondent Name: Chiara Giuliani

Address Line 1: 1717 K Street, NW

Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006

NAME OF SUBMITTER:	Chiara Giuliani
SIGNATURE:	/Chiara Giuliani/
DATE SIGNED:	10/14/2016

Total Attachments: 7
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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") made as of October 14, 2016, is granted by MCP Opportunities, LLC, as successor to McLarty Capital Partners SBIC, L.P., with a principal place of business at 1345 Avenue of the Americas, 27th Floor, New York, NY 10105, as collateral agent and administrative agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of RLJ Entertainment, Inc., a Nevada corporation, with a principal place of business at 8515 Georgia Avenue, Suite 650, Silver Spring, Maryland 20910 and certain of its Affiliates (the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit Agreement (as defined below) or the Security Agreement, as applicable.

WHEREAS, the Grantors, the Collateral Agent and the Lenders party thereto from time to time entered into a Credit and Guaranty Agreement, dated as of September 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors and the Collateral Agent entered into that certain Pledge and Security Agreement, dated as of September 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors granted to the Collateral Agent a security interest in all of such Grantors' right, title and interest in and to all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds (as defined in the Security Agreement) of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the "Released Collateral");

WHEREAS, under the terms of the Security Agreement, the Grantors and the Collateral Agent entered into that certain Trademark Security Agreement, dated as of September 11, 2014 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office at Reel 5364 Frame 0393; and;

WHEREAS, the Collateral Agent desires to release its security interest in all of the Grantors' right, title and interest in and to the Released Collateral.

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

Section 1. Release of Security Interest. The Collateral Agent hereby (i) releases, terminates and forever discharges all of its right, title and interest, and (ii) reassigns to Grantors, all right, title and interest that the Collateral Agent may have, in each case, in and to all of the Released Collateral.

Section 2. Further Assurances. The Collateral Agent shall, at the request and expense of the Grantors, timely take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be necessary or desirable to evidence the release and termination of the Collateral Agent's security interests in the Released Collateral, and to consummate and make effective the transactions contemplated by this Release.

Section 3. Authorization Regarding Filing. Grantors and their respective designees are hereby authorized to file and record this Release with the United States Patent and Trademark Office and, if applicable, other similar offices and agencies of other countries, and to file any amendments or terminations to UCC financing statements to reflect the execution of this Release.

Section 4. Binding Effect. This Release will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


Section 5. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Administrative Agent has entered into this Release of Trademark Security Interest Agreement as of the day and year first set forth above.

ADMINISTRATIVE AGENT:

MCP OPPORTUNITIES, LLC as successor to McLarty
Capital Partners SBIC, L.P. as administrative agent

By: 
Name: Christopher D. Smith
Title: Manager
Date: 10/13/2016

[Release of Trademark Security Agreement]

**SCHEDULE A
TRADEMARK REGISTRATIONS AND APPLICATIONS**

RLJ ENTERTAINMENT, INC.

Owned Marks

Mark	% Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
RLJ Entertainment	100	United States	4637884
RLJE	100	United States	Pending – application filed 3/22/13 (Application Ser. No. 85884066)
UMC-Urban Movie Channel	100	United States	4809658
RLJ Entertainment	100	Community Trademark (EU)	012125472
Acacia TV	100	United States	4742266



Licensed Marks

Mark	Name and Address of Licensor
Blu-ray word marks and logo	Blu-ray Disc Association 10 Universal City Plaza, T-100 Universal City, CA 91608

ACORN MEDIA GROUP, INC.

Owned Marks

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Acorn Media	100	United States	2695190
Acorn w/ descriptive line	100	United States	2917252
Acacia (logo)	100	United States	3368678
Acacia	100	United States	3178608
Athena	100	United States	3740722
Athina	100	United States	3857357
Yoga to the Rescue	100	United States	3412504
Yoga to the Rescue	100	United States	3412507

Healthy Joyful Living	100	United States	3969772 (may not be renewed)
Keeping Fit	100	United States	3690242
Keeping Fit in Your 50s	100	United States	2918183
Engage Your Mind Expand Your World	100	United States	3739167
The Best British TV	100	United States	4255562
The Best British Television	100	United States	4255563
Acorn TV	100	United States	4149734
Ownership of the following UK marks changed to Acorn Media Group, Inc. from Acorn Media Publishing, Inc. in December 2013.			
Acorn Video 	100	United Kingdom	2217984
AcornVideo			
AcornMedia	100	United Kingdom	2217989
AcornMedia 	100	United Kingdom	2217991
AcornMedia			
AcornVideo	100	United Kingdom	2217992
ACORN TV	100	United Kingdom	2586564
ACORN PREMIUM	100	United Kingdom	2586076

Licensed Marks

Mark	Name and Address of Licensor
The BBC word marks and logos	The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA
Masterpiece Theatre logo	ITV Global Entertainment Limited (in accordance with its agreement with WGBH) London Television Centre, Upper Ground, London SE1 9LT
Canyon Ranch word marks, logos and other intellectual property	CR Products, LLC 8600 E. Rockcliff Road, Tucson, AZ 85750
Doc Martin word marks and logos	Buffalo Pictures Limited 1 Lyric Avenue, London, W6 0NB

RLJE INTERNATIONAL LTD.

Licensed Marks

Mark	Name and Address of Licensor
The BBC word marks and logos	The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA

RLJ ENTERTAINMENT AUSTRALIA PTY LTD

Licensed Marks

Mark	Name and Address of Licensor
The BBC word marks and logos	The British Broadcasting Corporation Broadcasting House, Portland Place, London W1A 1AA

IMAGE ENTERTAINMENT, INC.

Owned Marks

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Image	100	US	1588570
Image Entertainment	100	US	2627964
Image Entertainment Japan	100	JAPAN	4982231
HVE	100	CANADA	TMA659295
One Village Entertainment	100	US	3740433
Image Entertainment	100	US	3826130
Midnight Madness Series	100	US	4182147
Midnight Madness Series	100	CANADA	TMA866596

Licensed Marks

Mark	Name and Address of Licensor
IMAX word marks	IMAX Corporation 2525 Speakman Drive, Sheridan Park Mississauga, Ontario L5K 1B1, Canada
Blu-ray word marks and logo	Blu-ray Disc Association 3855 SW 153rd Dr. Beaverton, OR 97006

IMAGE/MADACY HOME ENTERTAINMENT, LLC

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Image Madacy Entertainment logo (IMHE)	100	Trademark & Service Mark (US)	4137664
Image Madacy Entertainment logo (IMHE)	100	Community Trademark (EU)	010211688
Image Madacy Entertainment logo (IMHE)	100	Trademark-Australia	1472917
Image Madacy Entertainment logo (IMHE)	100	Trademark-Canada	TMA862095