

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM408237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		11/29/2016	National Banking Association: UNKNOWN
RECEIVING PARTY DATA			
Name:	Wynit Distribution, LLC		
Street Address:	2 W. Washington Street		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29691		
Entity Type:	Limited Liability Company: NEW YORK		
Name:	WD Navarre Holdings, LLC		
Street Address:	2 W. Washington Street		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29691		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	3037412	WYNIT WE DISTRIBUTE	
Registration Number:	3267231	WYNIT WE DISTRIBUTE	
Registration Number:	3267207	WYNIT	
Serial Number:	78728457	NAVARRE	
Serial Number:	78728453	NAVARRE	
Serial Number:	78728454	NAVARRE	
Serial Number:	78728464	NAVARRE	
Serial Number:	78728459	NAVARRE	
Serial Number:	78728462	NAVARRE	
Serial Number:	78197016	ENCORE	
Serial Number:	76563730	ENCORE A NAVARRE CORPORATION COMPANY	
Serial Number:	74700386	ENCORE SOFTWARE	
Serial Number:	75725427	HIGH SCHOOL ADVANTAGE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85140975	ELEMENTARY ADVANTAGE
Serial Number:	85137225	ADVANTAGE
Serial Number:	85137223	ADVANTAGE
Serial Number:	77839661	FUN & SKILLS PACK
Serial Number:	77816215	PRECISIONPOINT
Serial Number:	78825300	PROFESSOR FUJI'S KAKURO
Serial Number:	75654870	SLOT CITY
Serial Number:	77446265	NEXGEN
Serial Number:	77263073	SHARK
Serial Number:	77249904	3D CUSTOM WORKSHOP
Serial Number:	77115007	TECHNOLOGY THAT THINKS AS YOU DRAW
Serial Number:	77083206	PUNCH! SOFTWARE
Serial Number:	77082034	LOGICCURSOR
Serial Number:	77058221	DESIGN UNLIMITED
Serial Number:	77051343	VIACAD
Serial Number:	74464470	3D HOME ARCHITECT
Serial Number:	78144584	ARCHITECTURAL SERIES
Serial Number:	78251745	MASTER LANDSCAPE & HOME DESIGN
Serial Number:	75557004	PUNCH! SOFTWARE
Serial Number:	78919820	PUNCH! UNIVERSITY
Serial Number:	75557005	REALMODEL
Serial Number:	85057524	MYSTERY MASTERS
Serial Number:	77366153	VIVA MEDIA

CORRESPONDENCE DATA

Fax Number: 6785532212

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: 678-553-2670

Email: hallme@gtlaw.com

Correspondent Name: Megan Hall

Address Line 1: Greenberg Traurig

Address Line 2: 3333 Piedmont Road, NE

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER: 103274.029600

NAME OF SUBMITTER: Megan Hall

SIGNATURE: /s/ Megan Hall

DATE SIGNED: 12/08/2016

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of November 29, 2016 is made by PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent (referred to herein as the "Agent") for the financial institutions which are party (collectively, the "Lenders" and each individually, a "Lender"), to that certain Amended and Restated Revolving Credit and Security Agreement by and among Agent, the Lenders, and the Borrowers party thereto, dated as of May 22, 2015 (as amended, restated, modified and supplemented from time to time, the "Credit Agreement") in favor of WYNIT DISTRIBUTION, LLC ("WYNIT") and WD NAVARRE HOLDINGS, LLC ("WD Holdings" and together with WYNIT, the "Grantors"). Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Trademark Security Agreement, as applicable (it being understood that, unless otherwise provided, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, Grantors and Agent entered into that certain Trademark Security Agreement, dated as of October 14, 2014 (the "Trademark Security Agreement"), an executed copy of which was recorded in the United States Patent and Trademark Office on October 15, 2014, at Reel 5385, Frame 0613;

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor unconditionally granted, assigned, and pledged to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether then owned or thereafter acquired or arising: (a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantors' business symbolized by the foregoing or connected therewith (the "Trademarks"); (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the "Trademark Collateral");

WHEREAS, Grantors have requested that Agent release and reassign to Grantors its Security Interest in the Trademark Collateral; and

WHEREAS, Agent has duly authorized the execution, delivery and performance of this Release.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Agent agrees as follows:

1. Release of Security Interest. Agent does hereby terminate, release and discharge its Security Interest in the Trademark Collateral, and hereby reassigns to each Grantor, as applicable, any right, title or interest it may have in the Trademark Collateral, without recourse or representation or warranty, express or implied, of any kind.

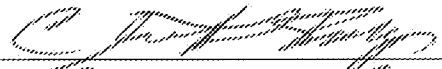
2. Termination of Special Power of Attorney. The Agent does hereby agree that any power of attorney or similar rights granted by Grantors to Agent pursuant to or in connection with the Trademark Security Agreement is terminated.

3. Purpose. The Agent does hereby authorize and request that the United States Patent and Trademark Office note and record the existence of the release hereby given.

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IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in
Trademarks to be executed by its duly authorized corporate officer as of the date first written
above.

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Charles J. Smith
Title: Vice President

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

WYNIT Distribution, LLC:

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>
"WYNIT WE DISTRIBUTE," stylized form	USA	3037412
"WYNIT WE DISTRIBUTE" & Design	USA	3267231
"WYNIT", standard character mark	USA	3267207

WD Navarre Holdings, LLC:

<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
US	NAVARRE	78/728,457 - 3459429	10/6/2005 – 7/1/2008
US	NAVARRE	78/728,453 - 3535430	10/6/2005 – 11/18/2008
US	NAVARRE	78/728,454 - 3437863	10/6/2005 – 5/27/2008
US	NAVARRE (Stylized)	78/728,464 - 3442455	10/6/2005 – 6/3/2008
US	NAVARRE (Stylized)	78/728,459 - 3459430	10/6/2005 – 7/1/2008
US	NAVARRE (Stylized)	78/728,462 - 3535431	10/6/2005 – 11/18/2008
US	ENCORE	78/197,016 - 3301629	12/20/2002– 10/2/2007
US	ENCORE A NAVARRE CORPORATION COMPANY(Stylized)	76/563,730 - 3047491	11/24/2003- 1/24/2006
US	ENCORE SOFTWARE	74/700,386 - 2007914	7/12/1995– 10/15/1996
US	HIGH SCHOOL ADVANTAGE	75/725,427 - 2387498	7/06/1999– 9/19/2000
US	ELEMENTARY ADVANTAGE	85/140,975 – 4051841	09/29/2010– 11/08/2011

US	ADVANTAGE		85/137,225 – 3965917	09/24/2010– 05/24/2011
US	ADVANTAGE		85/137,223 - 3965916	09/24/2010– 05/24/2011
US	FUN & SKILLS PACK		77/839,661 - 3875640	10/01/2009– 11/16/2010
US	PRECISIONPOINT		77/816,215 - 3962551	08/31/2009– 05/17/2011
US	PROFESSOR KAKURO	FUJI'S	78/825,300 - 3403333	02/08/2006– 03/25/2008
US	SLOT CITY		75/654,870 – 2374704	03/14/1999– 08/08/2000
US	NEXGEN		77/446,265 – 3680823	04/11/2008– 09/08/2009
US	SHARK		77/263,073 – 3588093	08/23/2007– 03/10/2009
US	3D WORKSHOP	CUSTOM	77/249,904 - 3473499	08/08/2007– 07/22/2008
US	TECHNOLOGY THINKS AS YOU DRAW	THAT	77/115,007 - 3367945	02/23/2007– 01/15/2008
US	PUNCH! SOFTWARE & Design		77/083,206 – 3364472	01/15/2007– 01/08/2008
US	LOGICCURSOR		77/082,034 - 3493247	01/12/2007– 08/26/2008
US	DESIGN UNLIMITED		77/058,221 - 3477275	12/06/2006– 07/29/2008
US	VIACAD		77/051,343 - 3344894	11/27/2006– 11/27/2007
US	3D HOME ARCHITECT		74/464,470 - 1862392	02/01/1993– 01/15/1994
US	ARCHITECTURAL SERIES		78/144,584 - 2772758	07/17/2002– 10/07/2003

US	MASTER LANDSCAPE & HOME DESIGN	78/251,745 – 2828101	09/19/2003– 03/30/2004
US	PUNCH! SOFTWARE	75/557,004 - 2285409	09/23/1998– 10/12/1999
US	PUNCH! UNIVERSITY	78/919,820 - 3367137	06/29/2006– 01/08/2008
US	REALMODEL	75/557,005 – 2252216	09/23/1998– 01/08/1999
US	MYSTERY MASTERS	85/057,524 - 4239999	01/08/2010– 11/13/2012
US	VIVA MEDIA	77/366,153 – 3578805	01/08/2008– 02/24/2009