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# TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Trademarks

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Capital Finance, LLC		01/12/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Performance Designed Products LLC	
Street Address:	2300 W. Empire Avenue, Suite 600	
City:	Burbank	
State/Country:	CALIFORNIA	
Postal Code:	91504	
Entity Type:	Limited Liability Company: CALIFORNIA	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77284883	HOME STAGE KIT
Serial Number:	77668108	SMARTSTYLUS
Registration Number:	2881553	V THE VIDEO GAME BUYERS GUIDE

### **CORRESPONDENCE DATA**

**Fax Number:** 2027393001

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:** 202-739-5866

Email: felicia.gordon@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	031129.02.0004
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	01/18/2017

**Total Attachments: 4** 

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of January 12, 2017 is made by Wells Fargo Capital Finance, LLC, a Delaware limited liability company (in such capacity, "Secured Party"), having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404, in favor of Performance Designed Products LLC, a California limited liability company ("Debtor"), with its chief executive office at 2300 W. Empire Avenue, Suite 600, Burbank, California 91504, pursuant to the Credit Agreement, dated as of April 22, 2011 among Debtor, Secured Party and the other parties from time to time party thereto (as heretofore amended, modified or supplemented, the "Loan Agreement").

### <u>WITNESSETH</u>:

WHEREAS, Debtor granted a continuing security interest in and lien upon certain trademarks and related rights to Secured Party, as set forth in Amendment No. 1 to Trademark Security Agreement, dated December 18, 2015, by and between Debtor and Secured Party ("<u>Trademark Agreement</u>");

WHEREAS, an executed copy of the Existing Trademark Agreement was recorded in the United States Patent and Trademark Office on December 22, 2015 at Reel 5695, Frame 0167;

WHEREAS, Debtor has requested that Secured Party release and reassign its interest in the trademarks, trademark applications and trademark licenses more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby; and

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

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

- 1. <u>Definitions</u>. 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 Loan Agreement and Trademark 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 Loan Agreement).
- 2. <u>Release of Security Interest</u>. The Secured Party does hereby release and reassign to Debtor its security interest in, lien upon and conditional assignment of the Collateral (as defined in the Trademark Agreement), including but not limited to the trademarks, trademark applications and trademark licenses more fully identified in Exhibit A annexed hereto and made a part hereof, together with the goodwill of the business symbolized thereby, without recourse or representation or warranty, express or implied, of any kind or nature.
- 3. <u>Termination of Power of Attorney</u>. The Secured Party does hereby agree that any power of attorney or similar rights granted by Debtor to Secured Party pursuant to or in connection with the Trademark Agreement is terminated.

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4. <u>Purpose</u>. The Secured Party 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, Secured Party has caused this Release to be executed by its duly authorized corporate officer as of the date first written above.

WELLS FARGO CAPITAL FINANCE, LLC,

as Secured Party

By: Name: 🖟

Title:

[Signature Page to Release of Trademarks - PDP LLC (2)]

# SCHEDULE A TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

# Trademarks, Trademark Applications and Trademark Licenses

### **Trademark Registrations**

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Expiration Date
Home Stage Kit	77284883	09/20/2007			
Smartstylus	77668108	02/11/2009			
V the Video Game	78250582	05/15/2003	2881553	09/07/2004	
Buyers Guide					

### **Trademark Applications**

None.	Trademark Licenses
None.	

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**RECORDED: 01/18/2017** 

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