

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WILMINGTON TRUST, NATIONAL ASSOCIATION		01/31/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC		
<b>Street Address:</b>	1925 Century Park East, Suite 1025		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3852633	THEGRIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<i>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.</i>			
<b>Phone:</b>	212-506-5150		
<b>Email:</b>	achen@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP		
<b>Address Line 1:</b>	2050 MAIN STREET, SUITE 1100		
<b>Address Line 2:</b>	IP PROSECUTION DEPARTMENT		
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614-8255		
<b>ATTORNEY DOCKET NUMBER:</b>	41901.8		
<b>NAME OF SUBMITTER:</b>	Bradford S. Breen		
<b>SIGNATURE:</b>	/Bradford Breen/		
<b>DATE SIGNED:</b>	02/07/2017		
<b>Total Attachments: 4</b>			
source=766388755(1)_CF Entertainment-CION - Trademark Termination - ESDM#page1.tif			
source=766388755(1)_CF Entertainment-CION - Trademark Termination - ESDM#page2.tif			

CH \$40.00 3852633

source=766388755(1)\_CF Entertainment-CION - Trademark Termination - ESDM#page3.tif

source=766388755(1)\_CF Entertainment-CION - Trademark Termination - ESDM#page4.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release") is made this 31st day of January, 2017 (the "Release Date") by WILMINGTON TRUST, NATIONAL ASSOCIATION (as successor in interest to Credit Suisse AG), as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, if any, the "Assignee"), for the benefit of ENTERTAINMENT STUDIOS DIGITAL MEDIA, LLC, a California limited liability company (the "Assignor").

WHEREAS, the Assignor has entered into that certain Guarantee and Collateral Agreement, dated as of June 26, 2014, with the Assignee by executing and delivering Supplement No. 2 thereto, dated as of June 10, 2016 (as so supplemented and otherwise amended, supplemented or modified prior to the date hereof, the "Guarantee and Collateral Agreement");

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the Assignor has entered into that certain Trademark Security Agreement, dated as of June 29, 2016 with the Assignee (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which the Assignor granted to the Assignee, for the benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement), a continuing security interest in and to all of Assignor's right, title and interest in, to and under its trademarks including all of Assignor's right, title and interest in and to the trademark registration listed on the attached Schedule A (the "Trademark") together with, among other things, the good-will of the business symbolized by the Trademark and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Assignee has recorded with the United States Patent and Trademark Office (the "USPTO") the Trademark Security Agreement, at Reel/Frame 005837/0360 providing notice of the Assignee's security interest in the Trademark and Collateral; and

WHEREAS, the Assignor has paid all outstanding amounts currently owing under the Guarantee and Collateral Agreement and the other financing documents executed in connection therewith and has requested that the Assignee release its security interest in the Trademark and Collateral owned by Assignor.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Assignee hereby irrevocably and forever terminates, releases and discharges any and all security interests and any other rights, title and interest it has in, to and under in the Trademark and Collateral granted by the Assignor under the Guarantee and Collateral Agreement and the Trademark Security Agreement.
2. Recordation of Release. The Assignee understands and agrees that this Release may be recorded by or for the Assignor (or its assignee) with the USPTO.
3. Further Actions. At the written request of the Assignor following the termination of the Guarantee and Collateral Agreement, at the Assignor's sole cost and expense, the Assignee shall execute and deliver to the Assignor (or its assignee) such documents as the Assignor shall reasonably request to evidence the termination.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Guarantee and Collateral Agreement and/or the Trademark Security Agreement, as applicable.

[Signature page follows]


IN WITNESS WHEREOF, the Assignee has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent**

By J. Anderson  
Name: Jennifer Anderson  
Title: Assistant Vice President

SCHEDULE A

Trademark

Owner	Mark	App. No./ Reg. No.	Filing Date/ Reg. Date
Entertainment Studios Digital Media, LLC	 "THE GRIO" and design	77/875615 3852633	11/18/2009 9/28/2010