TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM418011

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		03/01/2017	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Crown Media United States, LLC	
Street Address:	12700 Ventura Blvd.	
City:	Studio City	
State/Country:	CALIFORNIA	
Postal Code:	91604	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4411918	THE HEART OF TV
Registration Number:	4411917	THE HEART OF TV
Registration Number:	4411916	THE HEART OF TV
Serial Number:	86527311	KITTEN BOWL
Serial Number:	86527354	KITTEN BOWL
Serial Number:	86527346	KITTEN BOWL
Serial Number:	86527329	KITTEN BOWL
Serial Number:	86420400	KITTEN BOWL
Serial Number:	86446538	PAW STAR
Serial Number:	86446523	PAW STAR
Serial Number:	86446506	PAW STAR
Serial Number:	86446494	PAW STAR
Serial Number:	86446480	PAW STAR
Serial Number:	86446453	PAW STAR
Serial Number:	86420679	KITTEN BOWL
Serial Number:	86527281	KITTEN BOWL

CORRESPONDENCE DATA

Fax Number: 8009144240

TRADEMARK

900396837 REEL: 005999 FRAME: 0185

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 03/02/2017

Total Attachments: 4

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TRADEMARK REEL: 005999 FRAME: 0186

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 1, 2017 (the "Effective Date"), is made by Wells Fargo Bank, National Association, in its capacity as Administrative Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of June 25, 2015, 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 Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of June 25, 2015 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 2, 2015 at Reel/Frame 5567/0741;

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. <u>Release</u>. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks set forth on Schedule I attached hereto, all Goodwill associated with such Trademarks, and all Proceeds of any and all of the foregoing (collectively, the "<u>Trademark Collateral</u>"), 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, re-conveys 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. Governing Law. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

TRADEMARK REEL: 005999 FRAME: 0187 IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting in its capacity as Agent for the Secured Parties

Name: Tray Jones

Title: Director

GRANTOR:

CROWN MEDIA UNITED STATES, LLC

SCHEDULE I

RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Crown Media United States, LLC	4411918	The Heart of TV
Crown Media United States, LLC	4411917	The Heart of TV
Crown Media United States, LLC	4411916	The Heart of TV

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Crown Media United States, LLC	86527311	Kitten Bowl
Crown Media United States, LLC	86527354	Kitten Bowl
Crown Media United States, LLC	86527346	Kitten Bowl
Crown Media United States, LLC	86527329	Kitten Bowl
Crown Media United States, LLC	86420400	Kitten Bowl
Crown Media United States, LLC	86446538	Paw Star
Crown Media United States, LLC	86446523	Paw Star
Crown Media United States, LLC	86446506	Paw Star
Crown Media United States, LLC	86446494	Paw Star
Crown Media United States, LLC	86446480	Paw Star
Crown Media United States, LLC	86446453	Paw Star
Crown Media United States, LLC	86420679	Kitten Bowl
Crown Media United States, LLC	86527281	Kitten Bowl

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RECORDED: 03/02/2017