

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Second Lien Agent		04/26/2017	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Nielsen & Bainbridge, LLC		
Street Address:	12303 Technology Blvd		
Internal Address:	Suite 950		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4629345	PHOTOGUARD	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	astark@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Alexander Stark		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	11191-292		
NAME OF SUBMITTER:	Alexander Stark		
SIGNATURE:	/Alexander Stark/		
DATE SIGNED:	04/27/2017		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of April 26, 2017 is made by Antares Capital LP, in its capacity as Second Lien Agent (referred to herein as the “Agent”), in favor of Nielsen & Bainbridge, LLC, a Delaware limited liability company (the “Company”), pursuant to that certain Second Lien Guaranty and Security Agreement, dated as of August 15, 2014 (as such agreement may have been amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Guaranty and Security Agreement, the Company executed and delivered the Trademark Security Agreement, dated as of June 17, 2016, which was recorded with the United States Patent and Trademark Office (the “USPTO”) on June 17, 2016, at Reel/Frame No. 5815/0879 (the “Trademark Security Agreement” and together with the Guaranty and Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Company mortgaged, pledged and hypothecated to the Agent for the benefit of the Secured Parties, and granted to the Agent a Lien on and security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, those referred to on Schedule A attached hereto, together with the goodwill of the business symbolized thereby; and

WHEREAS, the Agent desires to release its Lien on and security interest in the Trademark Collateral and has duly authorized the execution, delivery and performance of this Release.

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

SECTION 1. Definitions. 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 Security Agreements (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Guaranty and Security Agreement).

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its Lien on and security interest in, and right of setoff against, the Trademark Collateral, and hereby reassigns to the Company, any right, title, or interest it may have in the Trademark Collateral.

SECTION 3. Termination. The Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

ANTARES CAPITAL LP, as Agent

Denis Collins

By: _____

Name: Denis Collins

Title: Duly Authorized Signatory

SCHEDULE A

U.S. Trademark Applications and Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
PHOTOGUARD	85870860	03/08/13	4629345	10/28/14