

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436557

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYAL BANK OF CANADA		06/30/2017	Administrative Agent: CANADA
RECEIVING PARTY DATA			
Name:	WILD BRAIN ENTERTAINMENT, INC.		
Street Address:	6255 Sunset Boulevard		
Internal Address:	Suite 800		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77581503	TEAM SMITHEREEN	
Serial Number:	85573805	TEAM SMITHEREEN	
Serial Number:	85706439	TEAM SMITHEREEN	
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:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr.		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	78436.00234		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	07/25/2017		
Total Attachments: 6			

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U.S. TRADEMARKS RELEASE OF SECURITY INTEREST

THIS RELEASE dated as of June 30, 2017 by ROYAL BANK OF CANADA, as administrative agent (in such capacity, the “**Agent**”) for the Secured Creditors. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Existing Credit Agreement or in the NY Security Agreement referred to below, as applicable.

A. Reference is made to the Amended and Restated Senior Secured Credit Agreement dated as of March 14, 2014, (as amended, supplemented or otherwise modified prior to the date hereof, the “**Existing Credit Agreement**”), among DHX Media Ltd., as Borrower (the “**Borrower**”), the subsidiaries of the Borrower that are listed on the signature pages thereto (and that may have been added from time to time) as Guarantors, the financial institutions that are listed on the signature pages and may be added from time to time as Lenders, Royal Bank of Canada, as administrative agent and RBC Capital Markets as Lead Arranger and Sole Bookrunner.

B. Reference is made to (i) the Guarantee and Security Agreement, dated as of October 22, 2012 between Borrower, each of the subsidiaries of the Borrower identified on Annex 1 thereto and each entity that became a Guarantor thereunder, and the Agent (as amended, supplemented or otherwise modified prior to the date hereof, the “**NY Security Agreement**”), (ii) the Short-Form Trademarks Security Agreement, dated October 22, 2012 among the Grantors party thereto and as may have been added from time to time (as amended, supplemented or otherwise modified prior to the date hereof, the “**Initial Trademark Security Agreement**”), (iii) the Intellectual Property Security Agreement, dated as of October 31, 2013, by DHX Media Ltd. and certain of its Restricted Subsidiaries listed on the signature pages thereto, in favor of the Agent (the “**2013 Intellectual Property Security Agreement**”), and (iv) the Intellectual Property Security Agreement, dated as of October 16, 2014 by DHX Media Ltd. and certain of its Restricted Subsidiaries listed on the signature pages thereto, in favor of the Agent (the “**2014 Intellectual Property Security Agreement**”), and together with the NY Security Agreement, the Initial Trademark Security Agreement, and the 2013 Intellectual Property Security Agreement, the “**Existing Trademark Security Agreements**”). Pursuant to the Existing Trademark Security Agreements, the Borrower and each of the subsidiaries of the Borrower party to any Existing Trademark Security Agreement granted a security interest to the Agent, for the benefit of the Secured Creditors, in, among other things, the registered trademarks and trademark applications of the Borrower and such subsidiaries of the Borrower set forth on Schedule I hereto (the “**Trademarks**”), which security interest was recorded with the United States Patent & Trademark Office at the reels and frames as set forth on Schedule I.

C. In connection with the termination of the Existing Credit Agreement and the Existing Trademark Security Agreements, the Borrower and each subsidiary of the Borrower party to an Existing Trademark Security Agreement have informed the Agent of their desire to obtain the release of all right, title and interest of the Agent and the Secured Creditors and each other grantee or beneficiary in and to the Trademarks granted under the Existing Trademark Security Agreements and the other Credit Documents.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all the Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks pursuant to the Existing Trademark Security Agreements and the other Credit Documents shall hereby automatically terminate (without any recourse, representation, warranty (express or implied) or undertaking of any kind or nature), including, without limitation, the Trademarks set forth on Schedule I attached hereto, the debt secured thereby having been paid and satisfied in full.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

ROYAL BANK OF CANADA, as
Administrative Agent,

by


Name: Susan, Khokher
Title: Manager, Agency

Schedule I

Trademark	Serial No.	Registration No.	Real	Frame
WONDERPEDIA	76672397	4196223	5403	0256
FRANNY'S FEET	76692377	4181129	5403	0256
DIRTGIRLWORLD	76695944	3888360	5403	0256
MIGHTY JUNGLE	77090753	4075601	5403	0256
THE GUARD	77381819	4085519	5403	0256
THE GUARD	77381887	4085520	5403	0256
THE MIGHTY JUNGLE	77382169	4068955	5403	0256
KID VS KAT	77730977	4020995	5403	0256
PIRATES ADVENTURES IN ART	77960870	4069055	5403	0256
DIC	74110057	1714039	5403	0256
TOON-TIME	74303050	1857203	5403	0256
HURRICANES	74396741	1951702	5403	0256
INSPECTOR GADGET	74694611	1968662	5403	0256
WILD BRAIN	74707782	1985627	5403	0256
WILD BRAIN	75721985	2625527	5403	0256
STUDIO B	75063161	2078759	5403	0256
THE INCREDIBLE WORLD OF DIC	75072150	2110380	5403	0256
MUMMIES ALIVE!	75358753	2258699	5403	0256
MUMMIES ALIVE!	75370384	2563956	5403	0256
POOCHINI	76045192	2729703	5403	0256
SUPER DUPER SUMOS	76312999	2946378	5403	0256
MOMMY & ME	76645756	3250164	5403	0256
ONYX VON TROLLENBERG	76978152	3177586	5403	0256
TOPAZ TROLLHOPPER	76978203	3139693	5403	0256
TROLLZ	76978218	3146108	5403	0256
CAKE	77109916	3521354	5403	0256
CAKE	77109924	3521355	5403	0256
STUDIO B	77141409	3526303	5403	0256
WILL & DEWITT	77178886	3750217	5403	0256
WILL & DEWITT	77178916	3750218	5403	0256
WORLD OF QUEST	77288392	3709271	5403	0256
MAGI-NATION	77324983	3727064	5403	0256
MAGI-NATION	77325007	3825560	5403	0256
KUNG FU DINO POSSE	77393898	3951183	5403	0256
COOKIE JAR	77595964	3626728	5403	0256
COOKIE JAR TV	77676915	3807977	5403	0256
COOKIE JAR TV	77676916	3807978	5403	0256
JAROO	77703538	4045832	5403	0256
INSPECTOR GADGET	77728027	3812784	5403	0256
HYBRIDARC	77821391	4068995	5403	0256
MOMMY & ME	76978852	3516904	5403	0256
MOMMY & ME	77982227	4023517	5403	0256
SPIDER RIDERS	78418471	3402924	5403	0256
DOODLEBOPS	78438418	3616052	5403	0256
THE DOODLEBOPS	78686669	3200793	5403	0256

U.S. Trademarks Release of Security Interest

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TRADEMARK
REEL: 006114 FRAME: 0039

COOKIE JAR	78754442	3628852	5403	0256
COOKIE JAR	78754448	3628853	5403	0256
COOKIE JAR	78754512	3145569	5403	0256
COOKIE JAR	78754516	3145570	5403	0256
COOKIE JAR	78754518	3145571	5403	0256
SPIDER RIDERS	78978490	3278054	5403	0256
COOKIE JAR	78978506	3278059	5403	0256
COOKIE JAR	78978507	3287154	5403	0256
UMIGO	85150593	4335252	5403	0256
UMIGO	85179735	4358390	5403	0256
UMIGO	85179743	None	5403	0256
UMIGO	85179753	None	5403	0256
UMIGO	85179761	None	5403	0256
UMIGO	85179774	None	5403	0256
UMIGO	85179808	None	5403	0256
MOMMY AND ME	85374064	None	5403	0256
DR DIMENSIONPANTS	85486118	None	5403	0256
DR DIMENSIONPANTS	85486122	None	5403	0256
BIT	85509846	None	5403	0256
DIZZY	85509929	None	5403	0256
DIZZY	85509930	None	5403	0256
TATTOOED TEENAGE ALIEN FIGHTERS	78901115	3229601	5403	0256
TELETUBBIES	85412283	4645393	5403	0495
INSTANT STAR	78522900	3508644	5404	0495
IN THE NIGHT GARDEN	85142334	None	5404	0495
IN THE NIGHT GARDEN	85142339	None	5404	0495
IN THE NIGHT GARDEN	85170248	None	5404	0495
	76511519	3058037	5404	0495
DEGRASSI	76345825	3216084	5404	0495
DIPSY	75662756	2311980	5404	0495
PO	75662777	2319478	5404	0495
TINKY WINKY	75663122	2345147	5404	0495
LAA-LAA	75663190	2463224	5404	0495
DHX MEDIA	78871342	4247798	5404	0495
DHX KIDS	85894215	4874774	5404	0495
DHX JUNIOR	85894230	4874775	5404	0495
DHX RETRO	85874236	4874776	5404	0495
ASL	75755799	2551558	5404	0495
ASL	77405897	3750330	5404	0495
TELETUBBIES	75978935	2333899	5404	0495
TELETUBBIES	75978973	2356303	5404	0495
	75979447	2832304	5404	0495
BOOHBAH	76512305	3058039	5404	0495
WILD BRAIN	75721985	2625527	5404	0495
BRUM	85170135	None	5404	0495
MAKKA PAKKA	85311861	None	5404	0495
IGGLEPIGGLE	85311862	None	5404	0495
TOMLIBOOS	85311865	None	5404	0495
TOMLIBOOS	85311868	None	5404	0495

MAKKA PAKKA	85311870	None	5404	0495
IN THE NIGHT GARDEN	85364971	None	5404	0495
IN THE NIGHT GARDEN	85364976	None	5404	0495
IN THE NIGHT GARDEN	85364979	None	5404	0495
IN THE NIGHT GARDEN	85364981	None	5404	0495
IN THE NIGHT GARDEN	85364989	None	5404	0495
IN THE NIGHT GARDEN	85364997	None	5404	0495
IN THE NIGHT GARDEN	85365007	None	5404	0495
IN THE NIGHT GARDEN	85370979	None	5404	0495
ELLA THE ELEPHANT	85432824	4522360	5404	0495
THE NOO-NOO	85433021	None	5404	0495
THE L.A. COMPLEX	85522995	None	5404	0495
THE L.A. COMPLEX	85523011	None	5404	0495
INSPECTOR GADGET	85896191	5082492	5404	0495
INSPECTOR GADGET	85896197	None	5404	0495
INSPECTOR GADGET	85896201	None	5404	0495
INSPECTOR GADGET	85896205	None	5404	0495
INSPECTOR GADGET	85896210	4813290	5404	0495
IN THE NIGHT GARDEN	85946235	None	5404	0495
PIKOTOONS	86016108	4540497	5404	0495
IGGLEPIGGLE	86017090	None	5404	0495
UPSY DAISY	86150099	None	5404	0495
UPSY DAISY	86150099	None	5404	0495
UPSY DAISY	86150106	None	5404	0495
OPEN HEART	86347336	None	5404	0495
TEAM SMITHEREEN	77581503	None	4894	0326
TEAM SMITHEREEN	85573805	None	4894	0326
TEAM SMITHEREEN	85706439	None	4894	0326