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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM443466

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNP PARIBAS, as collateral agent		09/15/2017	Limited Liability Banking Company: FRANCE

RECEIVING PARTY DATA

Name:	NOISE MARKETING LLC		
Street Address:	3838 Tamiami Trail North, Suite 310		
Internal Address:	c/o Whitelaw Legal Group		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34103		
Entity Type:	Limited Liability Company: NEW YORK		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3764150	NOISE NEW YORK
Registration Number:	4313393	NOISE
Registration Number:	3551870	NOISE CREATIVE

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 86700.8		
NAME OF SUBMITTER:	Amanjot Kaur	
SIGNATURE:	/Amanjot Kaur by trademarkny/	
DATE SIGNED:	09/18/2017	

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "<u>Release</u>") is made as of September 15, 2017, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the US Pledge and Security Agreement referred to below) (in such capacity, the "<u>Collateral Agent</u>"), in favor of **NOISE MARKETING LLC** (the "<u>Grantor</u>").

WITNESSETH

WHEREAS, pursuant to (i) that certain US Pledge and Security Agreement, dated as of September 5, 2014, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the "US Pledge and Security Agreement") and (ii) that certain Intellectual Property Security Agreement, dated as of September 5, 2014, by and between Grantor and Collateral Agent (the "Intellectual Property Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the Trademarks identified on Schedule 1 attached hereto (the "Trademark Security Interest");

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 12, 2014 at Reel 5361, Frame 0698;

WHEREAS, the Grantor has satisfied in full the terms of the US Pledge and Security Agreement and Intellectual Property Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

- 1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Intellectual Property Collateral (including, without limitation, the Trademarks identified on <u>Schedule 1</u> attached hereto) and associated common law rights and goodwill appurtenant thereto.
- 2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.
- 3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By:___ Name: Title:

Aung Was Vice President

By:___ Name:

Title:

Peter Fritz Vice President

[Release of Security Interest in Intellectual Property]

Schedule 1

TRADEMARKS

Mark	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
NOISE NEW YORK	Noise Marketing LLC	-	3764150	Registered
NOISE	Noise Marketing LLC	-	4313393	Registered
NOISE CREATIVE	Noise Marketing LLC	-	3551870	Registered

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RECORDED: 09/18/2017