

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of 2nd Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		09/27/2017	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Talent Acquisitions, LLC		
Street Address:	2300 Empire Avenue, 5th Floor		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91504		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4878165	C-PAS	
Registration Number:	4882331	CAPS C-PAS	
Registration Number:	4531573	CAPS ETRAIN	
Registration Number:	4531574	CAPS ETRAIN	
Registration Number:	4270975	CAPS	
Registration Number:	4143752	CAPS PAY	
Registration Number:	3879902	LAJIT	
Registration Number:	3845552	LAJIT TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$215.00 4878165

DATE SIGNED:	09/28/2017
---------------------	------------

Total Attachments: 5

source=28. Cast & Crew - Trademark Release (Second Lien - Talent)#page1.tif

source=28. Cast & Crew - Trademark Release (Second Lien - Talent)#page2.tif

source=28. Cast & Crew - Trademark Release (Second Lien - Talent)#page3.tif

source=28. Cast & Crew - Trademark Release (Second Lien - Talent)#page4.tif

source=28. Cast & Crew - Trademark Release (Second Lien - Talent)#page5.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 27, 2017 (the “Effective Date”), is made by Royal Bank of Canada, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of August 12, 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 Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of August 19, 2016 (the “Trademark Security Agreement”), 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 August 23, 2016 at Reel/Frame 5862/0361;

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

1. Defined Terms. 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. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, 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. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. 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 shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

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

ROYAL BANK OF CANADA, acting in its capacity as Collateral Agent for the Lenders

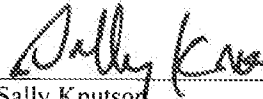
By: 
Name: _____
Title: Susan, Khokher
Manager, Agency

[Cast & Crew -- Trademark Release (Second Lien -- Talent)]

TRADEMARK
REEL: 006163 FRAME: 0980

GRANTOR:


TALENT ACQUISITIONS, LLC

By: 
Name: Sally Knutson
Title: Chief Financial Officer

[Cast & Crew – Trademark Release (Second Lien – Talent)]

TRADEMARK
REEL: 006163 FRAME: 0981

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
C-PAS	U.S.	86274770 5/7/2014	4878165 12/29/2015	Talent Acquisitions, LLC dba CAPS
CAPS C-PAS	U.S.	86274775 5/7/2014	4882331 1/5/2016	Talent Acquisitions, LLC dba CAPS
CAPS ETRAIN (Stylized) 	U.S.	85620600 5/9/2012	4531573 5/20/2014	Talent Acquisitions, LLC
CAPS ETRAIN	U.S.	85620609 5/9/2012	4531574 5/20/2014	Talent Acquisitions, LLC
CAPS (Stylized)	U.S.	85538239 2/9/2012	4270975 1/8/2013	Talent Acquisitions, LLC
CAPS PAY	U.S.	85224747 1/24/2011	4143752 5/15/2012	Talent Acquisitions, LLC
LAJIT	U.S.	85013775 4/14/2010	3879902 11/23/2010	Talent Acquisitions, LLC
LAJIT TECHNOLOGIES	U.S.	77090479 1/24/2007	3845552 9/7/2010	Talent Acquisitions, LLC