

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444865

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:	Cast & Crew Payroll, 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: 16			
Property Type	Number	Word Mark	
Serial Number:	86589897	CAST & CREW LIFE SERVICES	
Serial Number:	86589936	CAST & CREW LIFE SERVICES	
Serial Number:	86589957	CAST & CREW LIFE SERVICES	
Registration Number:	4862629	CAST & CREW OPEN HEALTH	
Registration Number:	4862628	CAST & CREW OPEN HEALTH	
Registration Number:	4899351	CAST & CREW	
Serial Number:	86353087	CINEHUB	
Registration Number:	4089300	CASHFLOW	
Registration Number:	4169895	ONSET	
Registration Number:	4396452	CREWWARE	
Registration Number:	4094119	ONBUDGET	
Registration Number:	1722352	CAST & CREW	
Registration Number:	1722351		
Serial Number:	86688781	PAYROLL + SUITE POWERED BY CAST & CREW	
Serial Number:	86688731	PAYROLL + SUITE POWERED BY CAST & CREW	
Registration Number:	5161928	START+	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$415.00 86589897

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	09/28/2017
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Royal Bank of Canada

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank _____
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 27, 2017

- Assignment
- Security Agreement
- Other Release of 2nd Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cast & Crew Payroll, LLC

Street Address: 2300 Empire Avenue, 5th Floor

City: Burbank

State: CA

Country: USA Zip: 91504

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC _____ Citizenship USA-DE _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

September 27, 2017

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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 12, 2015 (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 14, 2015 at Reel/Frame 5599/0482;

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

GRANTOR:


CAST & CREW PAYROLL, LLC


By:  _____
Name: Sally Knutson
Title: Chief Financial Officer

[Cast & Crew – Trademark Release (Second Lien – 2015)]

TRADEMARK
REEL: 006165 FRAME: 0531

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
CAST & CREW LIFE SERVICES	US	86589897 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW LIFE SERVICES	US	86589936 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW LIFE SERVICES	US	86589957 4/7/2015		CAST & CREW PAYROLL, LLC
CAST & CREW OPEN HEALTH	US	86590167 4/7/2015	4862629 12/01/2015	CAST & CREW PAYROLL, LLC
CAST & CREW OPEN HEALTH	US	86590152 4/7/2015	4862628 12/01/2015	CAST & CREW PAYROLL, LLC
CAST & CREW	US	86443505 11/3/2014	4899351 02/09/2016	CAST & CREW PAYROLL, LLC
CINEHUB	US	86353087 7/30/2014 (ITU)		CAST & CREW PAYROLL, LLC
CASHFLOW 	US	85404510 8/23/2011	4089300 1/17/2012	CAST & CREW PAYROLL, LLC
ONSET	US	85008288 4/7/2010	4169895 7/10/2012	CAST & CREW PAYROLL, LLC
CREWWARE	US	77880790 11/25/2009	4396452 9/3/2013	CAST & CREW PAYROLL, LLC
ONBUDGET	US	77835476 9/25/2009	4094119 1/31/2012	CAST & CREW PAYROLL, LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
CAST & CREW	US	74215299 10/18/1991	1722352 10/6/1992	CAST & CREW PAYROLL, LLC
DESIGN ONLY 	US	74215298 10/18/1991	1722351 10/6/1992	CAST & CREW PAYROLL, LLC
PAYROLL + SUITE POWERED BY CAST & CREW	US	86688781 07/09/2015 (ITU)		CAST & CREW PAYROLL, LLC
PAYROLL + SUITE POWERED BY CAST & CREW	US	86688731 07/09/2015 (ITU)		CAST & CREW PAYROLL, LLC
START+	US	86688606 07/09/2015	5161928 03/14/2017	CAST & CREW PAYROLL, LLC