

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL RECORDED AT REEL/FRAME NO.: 5696/0011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITY NATIONAL BANK, AS AGENT		07/02/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SV HOLDCO, LLC
Street Address:	1411 Broadway
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018-3496
Entity Type:	Limited Liability Company: DELAWARE
Name:	SCREENVISION, LLC (FORMERLY KNOWN AS TECHNICOLOR CINEMA ADVERTISING, LLC)
Street Address:	1411 Broadway
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018-3496
Entity Type:	Limited Liability Company: DELAWARE
Name:	SCREENVISION EXHIBITION, INC.
Street Address:	1411 Broadway
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018-3496
Entity Type:	Corporation: DELAWARE
Name:	SCREENVISION DIRECT, INC.
Street Address:	1411 Broadway
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK

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TRADEMARK

Postal Code:	10018-3496
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4238973	SCREENFANZ
Registration Number:	4337754	SCREENVISION

CORRESPONDENCE DATA

Fax Number: 4154391500

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.

Email: maria.banda@kirkland.com

Correspondent Name: Maria Banda

Address Line 1: Kirkland & Ellis, LLP

Address Line 2: 555 California Street, Suite 2700

Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	35173-426
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	07/09/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of July 2, 2018 (“Effective Date”) by **CITY NATIONAL BANK**, a national banking association, as the arranger and administrative agent for the Lenders, as such term is defined in the below defined Loan Agreement (in such capacity, “Grantee”), in favor of **SV HOLDCO, LLC**, a Delaware limited liability company (“Parent”), **SCREENVISION, LLC**, a Delaware limited liability company (formerly known as **TECHNICOLOR CINEMA ADVERTISING, LLC**) (“OpCo”), **SCREENVISION EXHIBITION, INC.**, a Delaware corporation (“Screenvision Exhibition”); and **SCREENVISION DIRECT, INC.**, a New York corporation (“Screenvision Direct”); Screenvision Direct, together with Parent, OpCo, and Screenvision Exhibition, each individually, a “Grantor”, and individually and collectively, jointly and severally, the “Grantors”).

WHEREAS, reference is made to that certain Amended and Restated Loan and Security Agreement dated as of December 21, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”), by and among the lenders identified on the signature pages thereof, Grantors and Grantee;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of October 14, 2010 (as amended by that certain Amendment Number One to Trademark Security Agreement, dated as of September 23, 2011, that certain Amendment Number Two to Security Agreement, dated as of December 21, 2015, and as further amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), to which Grantors and Grantee are a party, Grantors granted to Grantee a security interest in all of Grantors’ right, title and interest in and to the Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, (a) the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 4, 2010 at Reel 4409, Frame 0892, (b) Amendment Number One to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 28, 2011 at Reel 4632, Frame 0081, and (c) Amendment Number Two to Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 22, 2015 at Reel 5696, Frame 0011; and

WHEREAS, Grantee now desires to release its security interest in the Trademark Collateral, including, without limitation, the trademark registrations and applications listed on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby on behalf of itself and the Lender Group and Bank Product Providers, covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges all liens and security interests in the Trademark Collateral granted pursuant to the Trademark Documents, and reassigns, re-transfers, and re-conveys to Grantors all right, title, and interest, the Grantee may have in, to our under the Trademark Collateral, together with the goodwill of the business symbolized thereby.

2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors’ expense, as may be reasonably necessary to relinquish and effect the release of such liens and security interests in the Trademark Collateral.

3. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

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

CITY NATIONAL BANK,
a national banking association, as Grantee

By: Jace Henricks
Name: Jace Henricks
Title: SVP

[SIGNATURE PAGE TO RELEASE (TRADEMARK COLLATERAL)]

TRADEMARK
REEL: 006375 FRAME: 0423

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date/Filed Date</u>	<u>Reg. Number/App. Number</u>
Screenvision Exhibition, Inc.	"Premium Pod"	U.S.	11/25/08	3,539,088
Screenvision Exhibition, Inc.	"Screenvision"	Canada	03/20/06	TMA660,969
Screenvision Exhibition, Inc.	"Screenvision"	U.S.	10/15/02	2,635,252
Screenvision Exhibition, Inc.	"Screenvision" and design	U.S.	04/15/03	2,706,601
Screenvision Exhibition, Inc.	Screenvision Direct	U.S.	06/29/04	2,857,983
Screenvision Exhibition, Inc.	"The Insiders' Ball"	U.S.	06/06/06	3,102,169
Screenvision Exhibition, Inc.	"All Access Red Carpet Premiere Series" and design	U.S.	03/04/10	77/966,883
Screenvision Exhibition, Inc.	"CMOR"	U.S.	07/15/10	85/085,664
Screenvision Exhibition, Inc.	Robot Design	U.S.	07/15/10	85/085,863
Screenvision Exhibition, Inc.	Screenvision	Australia	08/14/02	923314
Screenvision Exhibition, Inc.	Screenvision	China (People's Republic of)	04/14/04	3282565
Screenvision	Screenvision	India	09/15/03	1236839

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date/Filed Date</u>	<u>Reg. Number/Apl. Number</u>
Exhibition, Inc.				
Screenvision Exhibition, Inc.	Screenvision	Japan	05/16/03	4672263
Screenvision Exhibition, Inc.	Screenvision	Mexico	08/19/02	777143
Screenvision Exhibition, Inc.	THE REST OF AMERICA	U.S.	08/31/10	3,840,021
Screenvision Exhibition, Inc.	THE SHOW BEFORE THE SHOW	U.S.	08/31/10	3,840,020
Screenvision Exhibition, Inc.	PREFLIX	U.S.	08/31/10	3,840,019
Screenvision Exhibition, Inc.	UNIQUESCREEN MEDIA	U.S.	01/27/04	2,808,323
Screenvision, LLC	“Screenvison” and design	U.S.	05/21/13	4,337,754
Screenvision, LLC	“Screenfanz”	U.S.	11/6/12	4,238,973