

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Successor Agent and Assignment of Security Interest (Intellectual Property)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as the Resigning Agent		07/26/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as the Successor Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	general partnership: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2334531	LITTLE NICKEL	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	037697.004		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	08/01/2018		
Total Attachments: 6			
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source=(2018) Notice of IP Assignment - Cantor Fitzgerald Securities#page2.tif			
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TRADEMARK

REEL: 006399 FRAME: 0526

**NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST
(INTELLECTUAL PROPERTY)**

This NOTICE OF SUCCESSOR AGENT AND ASSIGNMENT OF SECURITY INTEREST (INTELLECTUAL PROPERTY) (this “Notice”), dated as of July 26, 2018 (the “Effective Date”), is entered into among Bank of America, N.A. (“BANA”), as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “Resigning Agent” pursuant to the Agency Resignation, Appointment and Acceptance Agreement (defined below)), Cantor Fitzgerald Securities, as the successor to BANA (in such capacity, the “Successor Agent” pursuant to the Agency Resignation, Appointment and Acceptance Agreement (defined below)), and Sound Publishing, Inc., a Washington corporation (the “Guarantor”).

WHEREAS, the Borrowers, the Guarantors, the Lenders, and BANA entered into that certain Amended and Restated Credit Agreement, dated as of June 28, 2013 (as amended, modified, extended, restated, replaced, or supplemented from time to time through but not including the date hereof, the “Credit Agreement”);

WHEREAS, pursuant to the Loan Documents (as defined in the Credit Agreement), the Borrowers granted to BANA a security interest in certain collateral;

WHEREAS, BANA and Guarantor entered into the Notice of Grant of Security Interest in Trademarks as identified on Schedule A attached hereto (the “IP Notice”).

WHEREAS, the IP Notice was recorded with the United States Patent and Trademark Office as identified on Schedule A attached hereto; and

WHEREAS, pursuant to the Agency Resignation, Appointment and Acceptance Agreement dated as of the Effective Date entered into by and among the Resigning Agent and the Successor Agent (the “Agency Resignation Agreement”) the Resigning Agent resigned as, and Successor Agent was appointed and accepted appointment as Administrative Agent under the Credit Agreement and the other Loan Documents, Control Agent under the Second-Lien Intercreditor Agreement and agent for the Corporate Lender under the Real Estate Intercreditor Agreement with all of rights, powers, privileges, obligations and duties of the Administrative Agent under the Credit Agreement and the other Loan Documents, Control Agent under the Second-Lien Intercreditor Agreement and agent for the Corporate Lender under the Real Estate Intercreditor Agreement, including in and to the IP Notice.

NOW, THEREFORE, the parties agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Agency Resignation Agreement, Credit Agreement, or other Loan Documents, as applicable.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Resignation Agreement, the Resigning Agent has ceased to be the Agent under the Loan Documents and is succeeded to and replaced by the Successor Agent as Administrative Agent under the Credit Agreement and the other Loan Documents, Control Agent under the Second-Lien Intercreditor Agreement, and agent for the Corporate Lender under the Real Estate Intercreditor Agreement, and the Resigning Agent transferred, assigned, granted and conveyed unto the Successor Agent all of its right, title and interest in and to the IP Notice with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Collateral Documents, including in and to the Collateral scheduled on the IP Notice. Nothing herein shall be deemed to terminate, interrupt, or impair the continuity

of the security interest in and to the Collateral granted to the Resigning Agent, including the IP Notice and the Collateral identified on Schedule A attached hereto, which security interest is now succeeded by and transferred to the Successor Agent.

3. Incorporation. All terms set forth in the Agency Resignation Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth herein are inconsistent with the terms of the Agency Resignation Agreement, the terms set forth in Agency Resignation Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.,
as the Resigning Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

SUCCESSOR AGENT:

CANTOR FITZGERALD SECURITIES,
as the Successor Agent

By: _____
Name: _____
Title: _____

GUARANTOR:

SOUND PUBLISHING, INC.,
a Washington corporation, as Guarantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.,
as the Resigning Agent

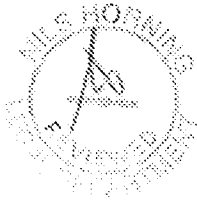
By: _____

Name: Anthea Del Bianco

Title: Vice President

SUCCESSOR AGENT:

CANTOR FITZGERALD SECURITIES,
as the Successor Agent



By: _____

Name: James Buccola

Title: Head of Fixed Income

GUARANTOR:

SOUND PUBLISHING, INC.,
a Washington corporation, as Guarantor

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their respective duly authorized officers as of the date first above written.

RESIGNING AGENT:

BANK OF AMERICA, N.A.,
as the Resigning Agent

By: _____
Name: Anthea Del Bianco
Title: Vice President

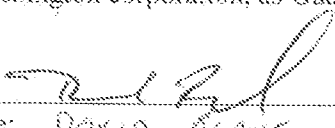
SUCCESSOR AGENT:

CANTOR FITZGERALD SECURITIES,
as the Successor Agent

By: _____
Name: _____
Title: _____

GUARANTOR:

SOUND PUBLISHING, INC.,
a Washington corporation, as Guarantor

By:  _____
Name: DAVID BLAKE
Title: DIRECTOR

Schedule A

**Notice of Grant of Security Interest In Trademarks
Granted by Sound Publishing, Inc.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded July 2, 2013 at Reel 5062 Frame 0537**

Trademark Registration

Mark	Reg. No.	Reg. Date
LITTLE NICKEL	2334531	03/28/00