

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAMPLE DIGITAL HOLDINGS LLC		07/16/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DAX PFT, LLC		
Street Address:	1800 N. VINE STREET		
City:	HOLLYWOOD		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2704736	DIGITAL DAILIES	
Registration Number:	3243057	IDAILIES	
Registration Number:	4093233	DAX D3	
Registration Number:	4442503	DAX MOBILE	
Registration Number:	4532133	DAX	
Registration Number:	4532134	YOUR MEDIA UNIVERSE	
Registration Number:	4889987	DAX CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Patchen M. Haggerty		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	111442-0002		
NAME OF SUBMITTER:	Patchen M. Haggerty		
SIGNATURE:	/Patchen M. Haggerty/		

OP \$190.00 2704736

DATE SIGNED:	07/18/2018
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Total Attachments: 5

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July 16, 2018

Samplax LLC
520 Lomita Street
El Segundo, CA 90245

Re: Payoff of Promissory Note

Ladies and Gentlemen:

Reference is made to that certain Promissory Note, dated March 24, 2017, in the original principal amount of \$9,550,988.00, (the "Note"), made by DAX PFT, LLC, a Delaware limited liability company ("Borrower"), in favor of Samplax LLC, a California limited liability company ("Lender"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Note.

Reference is also made to that certain Letter Agreement, dated March 24, 2017, executed by Lender, Borrower, Prime Focus Technologies Inc. ("PFT"), and Patrick Macdonald-King (the "Letter Agreement").

Lender and Borrower wish to provide for the full and complete payoff by Borrower of all indebtedness and obligations described in the Note and the Letter Agreement, the termination by Lender of the Note, and the release of all claims by Lender under the Note, as follows:

1. Amount of Payoff. Lender certifies to Borrower that, as of July 16, 2018 (the "Computation Date"), the total sum required to satisfy all indebtedness and obligations owed by Borrower under the Note and the Letter Agreement, including without limitation, the total aggregate principal balance and accrued interest under the Note (\$1,447,139.50), the obligations of PFT to reimburse accounting expenses under Section 5 of the Letter Agreement (\$10,000.00), and the obligations of PFT to reimburse legal expenses under Section 5 of the Letter Agreement (\$5,482.50), is \$1,462,622.00 (such amount, the "Payoff Amount"). Borrower shall pay the entire Payoff Amount on the Computation Date. However, if Borrower does not pay the Payoff Amount in full on the Computation Date, interest will continue to accrue on the Note after the Computation Date at a per diem rate of \$234.45 (based on the interest rate set forth in the Note), and Borrower agrees to pay such further interest if Borrower does not pay Lender the Payoff Amount in full on the Computation Date.

2. Form of Payoff; Wire Instructions. Lender hereby certifies and confirms that payment of the Payoff Amount shall be made to Lender via wire transfer of immediately available funds to Lender's account as follows:

SunTrust Incoming wire instructions:

- For Domestic incoming wire use Routing ABA: 061000104

- For International incoming wire use SWIFT/BIC: SNTRUS3A
- Beneficiary account number: 1000160768510
- Beneficiary name: Sample Digital Holdings, LLC

3. Return of Note. Upon receipt of the foregoing wire transfer in accordance with the above instructions, Lender shall return the Note marked "CANCELLED" on or before September 1, 2018.

4. Agreement of Satisfaction. Lender and Borrower hereby agree that upon receipt of the Payoff Amount in accordance with the above instructions (a) all indebtedness and obligations owed by Borrower and/or PFT under the Note and the Letter Agreement, including without limitation the total aggregate principal balance and accrued interest under the Note and all obligations of PFT pursuant to Section 5 of the Letter Agreement shall be deemed to be and shall be satisfied, paid and discharged in full, (b) the Note shall automatically be terminated in its entirety, (c) all liens and security interests of any kind that Lender has in any and all of the property of Borrower or any affiliated entity of Borrower that secure the obligations under the Note will be released and terminated, (d) all guaranties relating to the Note will be released and terminated and be of no further force or effect, and (e) Lender hereby authorizes Borrower and its designees to file any and all termination statements with respect to any financing statements previously filed on any of the Borrower's assets or the assets of any affiliate of the Borrower in connection with the Note or any collateral document executed in connection therewith as may be necessary to terminate any and all liens and security interests of record relating to the Note or such collateral document and Borrower will provide written evidence of such termination to the Lender.

5. No Assignment of Rights. Lender represents and warrants that it has not voluntarily or involuntarily transferred, conveyed, pledged, assigned or made any other disposition of the Note or any claimed rights, interest, demands, actions, causes of action, obligations, or any other matter covered by this letter.

6. Further Assurances. Lender agrees that, subject to the terms and conditions of this letter, it will from time to time at the reasonable request of Borrower reasonably promptly do all things and execute, acknowledge, deliver, file and register all such documents, instruments, agreements, certificates, consents and assurances as Borrower may reasonably consider necessary or desirable in order to give full effect to this letter or to perfect the termination and release intended to be effected by this letter.


This letter may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same letter. It is acknowledged that legal delivery of this letter may be by email or facsimile.

* * *

The terms of the above letter are hereby consented to, accepted and agreed to by Lender and Borrower as of the date first written above.

DAX PFT, LLC

By: Prime Focus Technologies, Inc., its sole member

By: 
Name: Ramki Sankaranarayanan
Title: Chief Executive Officer

Agreed, Acknowledged and Accepted:

SAMPLAX LLC

By: _____
Name: Patrick Macdonald-King
Title: Chief Executive Officer

The terms of the above letter are hereby consented to, accepted and agreed to by Lender and Borrower as of the date first written above.

DAX PFT, LLC

By: Prime Focus Technologies, Inc., its sole member

By: _____
Name: Ramki Sankaranarayanan
Title: Chief Executive Officer

Agreed, Acknowledged and Accepted:

SAMPLAX LLC

By: _____

Name: Patrick Macdonald-King
Title: Chief Executive Officer