

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492078

| | | | |
|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of Montreal | | 09/28/2018 | Chartered Bank: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Encompass Digital Media, Inc. | | |
| Street Address: | 3845 Pleasantdale Road | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30340 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78163100 | ANDRITA STUDIOS | |
| Serial Number: | 78236593 | ENCOMPASS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 19th Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 014951-1825 | | |
| NAME OF SUBMITTER: | Scott Kareff (014951-1825) | | |
| SIGNATURE: | /kc for sk/ | | |
| DATE SIGNED: | 10/01/2018 | | |
| Total Attachments: 3 | | | |
| source=Encompass - Trademark Release (r-5300 f-0143)#page1.tif | | | |
| source=Encompass - Trademark Release (r-5300 f-0143)#page2.tif | | | |
| source=Encompass - Trademark Release (r-5300 f-0143)#page3.tif | | | |

CH \$65.00 78163100

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This RELEASE, dated as of September 28, 2018 (this "Release"), is made by Bank of Montreal, as Administrative Agent ("Agent"), in favor of Encompass Digital Media, Inc. ("Grantor") as follows:

W I T N E S S E T H

WHEREAS, pursuant to the First Lien Trademark Security Agreement, dated as of June 6, 2014 (the "Security Agreement"), and recorded with the U.S. Patent and Trademark Office on June 10, 2014 at Reel/Frame No. 5300/0143, the Grantor granted the Agent a security interest in certain collateral pledged by the Grantor described therein, including, without limitation, the United States trademarks set forth on Schedule A attached hereto;

WHEREAS, the Grantor has paid all of its outstanding indebtedness to the Agent; and

WHEREAS, the Grantor has requested that the Agent release its security interest in all right, title and interest of the Agent in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, the Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates, cancels and releases the security interest in the following Trademark Collateral and any and right, title and interest of the Agent in the Trademark Collateral shall hereby terminate, cease and become void:

(a) (i) all domestic and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule A hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademark Collateral"); and

(b) any and all proceeds of the foregoing.

The Agent agrees to provide Grantor with any information and additional authorization and documentation necessary to effect the release of the Agent's security interest in the Trademark Collateral (without recourse, representation or warranty and at Grantor's sole cost and expense).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BANK OF MONTREAL,
as Administrative Agent

By: _____

Name: _____

Title: _____

James G. Bell
James G. Bell
Managing Director

[Signature Page to Release of Security Interest in Trademark Collateral (First Lien)]

TRADEMARK
REEL: 006478 FRAME: 0280

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

| Mark | Serial/ Registration Number | Filing/ Registration Date |
|-----------------|---|--|
| ANDRITA STUDIOS | Serial No. 78163100 Reg. No. 2917974 | Filing Date 9/11/2002 Reg. Date 1/11/2005 |
| ENCOMPASS | Serial No. 78236593 Reg. No. 2924253 | Filing Date 4/11/2003 Reg. Date 2/1/2005 |