

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		05/02/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vice Media LLC		
Street Address:	49 SOUTH 2ND STREET		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5628307	RANDOMIZER	
CORRESPONDENCE DATA			
Fax Number:	6173382880		
<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:	6173382923		
Email:	trademark@sandw.com		
Correspondent Name:	Kimberly B. Herman		
Address Line 1:	One Post Office Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly B. Herman		
SIGNATURE:	/Kimberly B. Herman/		
DATE SIGNED:	05/03/2019		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is made as of May 2, 2019 by JPMorgan Chase Bank, N.A., as Domestic Administrative Agent under the Credit Agreement (as defined below) (in such capacity, together with its successors and assigns, the “Domestic Administrative Agent”), in favor of Vice Media LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Domestic Administrative Agent are parties to that certain Amended and Restated Credit, Security, Guaranty and Pledge Agreement, dated as of March 29, 2018 (the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantor and the Domestic Administrative Agent entered into that certain Trademark Security Agreement dated as of March 29, 2019 (the “Trademark Security Agreement”), pursuant to which the Grantor granted to the Domestic Administrative Agent (for the benefit of the Secured Parties (as defined in the Credit Agreement)), a security interest in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 1, 2019 at Reel 6605 and Frame 0686;

WHEREAS, the Credit Agreement has been terminated and the liens and security interests granted pursuant thereto have been released; and

WHEREAS, the Grantor has requested that the Domestic Administrative Agent release, terminate and extinguish, and the Domestic Administrative Agent has agreed to release, terminate and extinguish, its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Domestic Administrative Agent hereby unconditionally and expressly releases, terminates and extinguishes in their entirety all liens, assignments and security interests in and to the Trademark Collateral granted to the Domestic Administrative Agent under the Trademark Security Agreement, including, without limitation, the Trademarks and Trademark licenses set forth on Schedule A attached hereto and made a part hereof.

2. The Trademark Security Agreement is hereby terminated, effective immediately, and shall be of no further force or effect.

3. The Domestic Administrative Agent hereby authorizes Grantor or Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office. The Domestic Administrative Agent consents and agrees to execute and deliver, at the request and cost of Grantor or any successor-in-interest or assignee thereof, such further instruments, documents, and release forms as Grantor may reasonably request to more effectively release, terminate and extinguish any security interests of the Domestic Administrative Agent in the

Trademark Collateral. This Release shall be binding upon the Domestic Administrative Agent's legal representatives, assigns and successors.

4. This Release may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Delivery of an executed counterpart of this Release by electronic means shall be equally effective as delivery of a manually executed counterpart hereof.

5. This Release shall be governed by and construed in accordance with the laws of the State of New York and the applicable federal laws of the United States of America, without regard to any conflict of laws principles that would result in the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Release of Security Interest in Trademarks to be duly executed by its respective duly Authorized Officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as
Domestic Administrative Agent

By: 

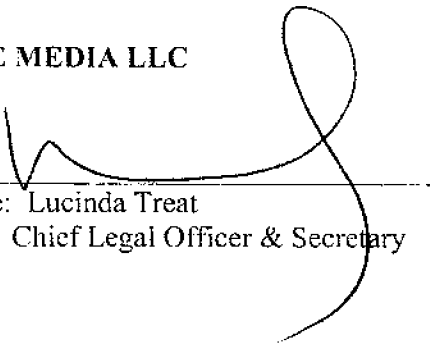
Name:

Title: **Gina Park**
Vice President

[Signature Page to Release of Security Interest in Trademarks]

ACKNOWLEDGED AND AGREED:

VICE MEDIA LLC

By: 
Name: Lucinda Treat
Title: Chief Legal Officer & Secretary

[Signature Page to Release of Security Interest in Trademarks]

Schedule A

TRADEMARKS

<u>Country</u>	<u>Owner</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Date of Registration</u>	<u>Trademark</u>
Argentina	Vice Media LLC	3561618	2924339	February 6, 2018	NOISEY (Cl. 41)
Argentina	Vice Media LLC	3570098	2933204	April 13, 2018	TONIC (Cl. 9)
Argentina	Vice Media LLC	3570096	2950158	August 7, 2018	TONIC (Cl. 41)
Argentina	Vice Media LLC	3570099	2933205	April 13, 2018	WAYPOINT (Cl. 9)
Argentina	Vice Media LLC	3570100	2933206	April 13, 2018	WAYPOINT (Cl. 41)
Argentina	Vice Media LLC	3420070	2958403	October 8, 2018	BLACK MARKET (Cl. 41)
Brazil	Vice Media LLC	911681221	911681221	June 26, 2018	TONIC (Cl. 9)
Brazil	Vice Media LLC	911681345	911681345	June 26, 2018	TONIC (Cl. 41)
Brazil	Vice Media LLC	911681353	911681353	June 26, 2018	TONIC (Cl. 42)
Brazil	Vice Media LLC	911802533	911802533	October 23, 2018	MOTHERBOARD (Cl. 9)
China	Vice Media LLC	22097827	22097827	November 21, 2018	WAYPOINT (Cl. 9, 41)
Indonesia	Vice Media LLC	J002017001707	IDM000604212	January 30, 2019	MOTHERBOARD (Cl. 41)
Indonesia	Vice Media LLC	J002017001712	IDM000604213	January 30, 2019	MOTHERBOARD (Cl. 42)
Indonesia	Vice Media LLC	J002016062329	IDM000600233	January 31, 2019	NOISEY (Cl. 41, 42)

United Arab Emirates	Vice Media LLC	265275	265275	April 28, 2018	MOTHERBOARD (Cl. 41)
United Arab Emirates	Vice Media LLC	265276	265276	April 28, 2018	MOTHERBOARD (Cl. 42)
United States	Vice Media LLC	87091247	5628307	December 11, 2018	RANDOMIZER (Cl. 41)