

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest under Reel/Frame No. 6057/0943		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		05/10/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	DISC Intellectual Properties, LLC		
Street Address:	2950 N. Hollywood Way		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	GEP Software Technologies, LLC		
Street Address:	2950 N. Hollywood Way		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	87029743	CC	
Serial Number:	86881520	EP	
Serial Number:	87059974	SMART	
Registration Number:	1676962	CENEX	
Registration Number:	1653200	CENTRAL CASTING	
Registration Number:	3490354	CENTRAL CASTING	
Registration Number:	3945237	CENTRAL CASTING EST. 1925	
Registration Number:	4403565	CENTRAL CASTING EST. 1925	
Registration Number:	4240614	CENTRAL CASTING EST. 1925	
Registration Number:	4041109	E	
Registration Number:	4044222	EMERGENT	
Registration Number:	4041009	EMERGENT	
Registration Number:	4182767	EMERGENT	

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Property Type	Number	Word Mark
Registration Number:	2815057	ENTERTAINMENT PARTNERS
Registration Number:	2991598	EP
Registration Number:	2859999	EP ENTERTAINMENT PARTNERS
Registration Number:	4142758	EP ENTERTAINMENTPARTNERS AN EMPLOYEE OWN
Registration Number:	3958682	EP ENTERTAINMENTPARTNERS AN EMPLOYEE OWN
Registration Number:	2916662	EP GLOBAL VISTA
Registration Number:	4300595	EP PETTYCASHCARD
Registration Number:	4300633	EP RESIDUALS
Registration Number:	4199048	EP TELESIS
Registration Number:	4272631	EP TIMETRAX
Registration Number:	4265190	EP TIMETRAX
Registration Number:	4131679	EP VISTA
Registration Number:	3880511	EP VISTA
Registration Number:	4176579	EP VISTA 5
Registration Number:	3952643	M M
Registration Number:	3952642	MM
Registration Number:	3952640	MM
Registration Number:	2178281	MOVIE MAGIC
Registration Number:	4863373	SCENECHRONIZE
Registration Number:	5076590	SMARTSTART
Registration Number:	3871638	STRAIGHT OUT OF CENTRAL CASTING
Registration Number:	4226558	V5
Registration Number:	2825285	VISTA

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Daniel C. Pollick

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70578-037
NAME OF SUBMITTER:	Daniel C. Pollick
SIGNATURE:	/Daniel C. Pollick/
DATE SIGNED:	05/10/2019

Total Attachments: 8

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST
TRADEMARKS**

May 10, 2019

THIS TERMINATION AND RELEASE OF LIEN (this "Release") is made as of May 10, 2019, by Ares Capital Corporation, in its capacity as administrative agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of DISC Intellectual Properties, LLC and GEP Software Technologies, LLC (each a "Grantor" and collectively, the "Grantors").

WHEREAS, the Borrower, GEP Administrative Services, Inc., a Delaware corporation, as Holdings, the Lenders from time to time party thereto, and Ares Capital Corporation, as Administrative Agent, are party to that certain Credit Agreement, dated as of May 8, 2017 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of November 14, 2017, that certain Amendment No. 2 to Credit Agreement, dated as of April 30, 2018, and that certain Amendment No. 3 to Credit Agreement dated as of December 19, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered that certain Guaranty and Security Agreement dated as of May 8, 2017 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Guaranty and Security Agreement"), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of May 8, 2017, which was recorded with the United States Patent and Trademark Office on May 12, 2017 at Reel 006057, Frame 0943 (the "Trademark Security Agreement" and together with the Guaranty and Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations of such Grantor, mortgaged, pledged and hypothecated to the Administrative Agent for the benefit of the Secured Parties, and granted to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof; and

WHEREAS, pursuant to that certain Payoff Letter dated as of May 10, 2019, entered into by the Administrative Agent, Holdings and the Borrower, the Administrative Agent acknowledged the full payment and performance of the Secured Obligations of the Grantors, and accordingly the Grantors have requested and the Administrative Agent has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Administrative Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. Administrative Agent hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral, including the trademark registrations listed in Schedule I hereto (ii) re-transfers and re-assigns to the applicable Grantor any and all right, title and interest that it may have in, to and under the Trademark Collateral, (iii) agrees that it shall execute and deliver all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral, effect the release of such rights to each Grantor and confirm each Grantor's right, title and interest in the Trademark Collateral, (iv) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral.

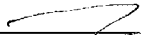
3. Electronic Delivery; Counterparts. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof. Further, this Release may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: Scott Lem
Title: Authorized Signatory

DISC INTELLECTUAL PROPERTIES, LLC, as Grantor

By: _____
Name:
Title:

GEP SOFTWARE TECHNOLOGIES, LLC, as Grantor

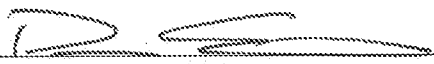
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

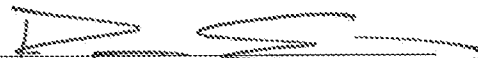
ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

GEP SOFTWARE TECHNOLOGIES, LLC,
as Grantor

By: 
Name: Darren S. Seidel
Title: Executive Vice President and Chief
Financial Officer

**DISC INTELLECTUAL PROPERTIES,
LLC,** as Grantor

By: 
Name: Darren S. Seidel
Title: Executive Vice President and Chief
Financial Officer

SCHEDULE I

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	CC and Design	87029743	05/09/2016	
DISC Intellectual Properties, LLC	US	EP and Design	86881520	1/20/2016	
DISC Intellectual Properties, LLC	US	SMART	87059974	6/3/2016	
DISC Intellectual Properties, LLC	US	CENEX	73792437 1676962	10-Apr-89	02/25/1992
DISC Intellectual Properties, LLC	US	CENTRAL CASTING	74077494 1653200	12-Jul-90	6-Aug-91
DISC Intellectual Properties, LLC			78757169		
	US	CENTRAL CASTING	3490354	18-Nov-05	19-Aug-08
DISC Intellectual Properties, LLC			77815494		
	US	CENTRAL CASTING EST. 1925 and Design	3945237	28-Aug-09	12-Apr-11
DISC INTELLECTUAL PROPERTIES, LLC	US	CENTRAL CASTING EST. 1925 and Design	77815355 4403565		17-Sep-13
DISC Intellectual Properties, LLC	US	CENTRAL CASTING EST. 1925 and Design	85445961 4240614	12-Oct-11	13-Nov-12
DISC Intellectual Properties, LLC	US	E and Design	85242988 4041109	15-Feb-11	18-Oct-11

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	EMERGENT and Design	852222591 4044222	20-Jan-11	25-Oct-11
DISC Intellectual Properties, LLC	US	EMERGENT	85221608 4041009	19-Jan-11	18-Oct-11
DISC Intellectual Properties, LLC	US	EMERGENT and Design	85487040 4182767	5-Dec-11	31-Jul-12
DISC Intellectual Properties, LLC	US	ENTERTAINMENT PARTNERS	78215187 2815057	14-Feb-03	17-Feb-04
DISC Intellectual Properties, LLC	US	EP and Design	78203283 2991598	14-Jan-03	6-Sep-05
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS & Design	78186739 2859999	19-Nov-02	6-Jul-04
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS AN EMPLOYEE OWNED COMPANY & Design	85447991 4142758	14-Oct-11	15-May-12
DISC Intellectual Properties, LLC	US	EP ENTERTAINMENT PARTNERS AN EMPLOYEE OWNED COMPANY & Design	77815560 3958682	28-Aug-09	10-May-11
DISC Intellectual Properties, LLC	US	EP GLOBAL VISTA	78056741 2916662	4-Apr-01	4-Jan-05

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	EP PETTYCASHCARD and Design	85650163 4300595	12-Jun-12	12-Mar-13
DISC Intellectual Properties, LLC	US	EP RESIDUALS and Design	85656105 4300633	19-Jun-12	12-Mar-13
DISC Intellectual Properties, LLC	US	EP TELESIS	85091540 4199048	23-Jul-10	28-Aug-12
DISC Intellectual Properties, LLC	US	EP TIMETRAX	85047667 4272631	25-May-10	8-Jan-13
DISC Intellectual Properties, LLC	US	EP TIMETRAX and Design	85310341 4265190	2-May-11	25-Dec-12
DISC Intellectual Properties, LLC	US	EP VISTA and Design	85405071 4131679	23-Aug-11	24-Apr-12
DISC Intellectual Properties, LLC	US	EP VISTA and Design	77587875 3880511	7-Oct-08	23-Nov-10
DISC Intellectual Properties, LLC	US	EP VISTA 5 and Design	85256904 4176579	3-Mar-11	17-Jul-12
DISC Intellectual Properties, LLC	US	MM & Design	85064735 3952643	16-Jun-10	26-Apr-11

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DISC Intellectual Properties, LLC	US	MM and Design	85064657 3952642	16-Jun-10	26-Apr-11
DISC Intellectual Properties, LLC	US	MM and Design	85064517 3952640	16-Jun-10	26-Apr-11
DISC Intellectual Properties, LLC	US	MOVIE MAGIC	75302123 2178281	29-May-97	4-Aug-98
GEP Software Technologies, LLC	US	SCENECHRONIZE	86692477 4863373	14-Jul-15	1-Dec-15
DISC Intellectual Properties, LLC	US	SMARTSTART	86804186 5076590	29-Oct-15	8-Nov-16
DISC Intellectual Properties, LLC	US	STRAIGHT OUT OF CENTRAL CASTING	78828991 3871638	3-Mar-06	2-Nov-10
DISC Intellectual Properties, LLC	US	V5 and Design	85257208 4226558	3-Mar-11	16-Oct-12
DISC Intellectual Properties, LLC	US	VISTA	78249371 2825285	13-May-03	23-Mar-04