# CH \$190.00 3136100

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM529833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		06/28/2019	Chartered Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	DMX, LLC
Street Address:	2100 South IH-35
Internal Address:	Suite 200
City:	Austin
State/Country:	TEXAS
Postal Code:	78704
Entity Type:	Limited Liability Company: TEXAS

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3136100	PROFUSION
Registration Number:	2851117	PROFUSION
Registration Number:	2847702	PROFUSION
Registration Number:	2080621	PRODISC
Registration Number:	1736237	DMX
Registration Number:	3614285	DMX
Registration Number:	3702031	SONIC TAP

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** skirschenheiter@paulweiss.com, lfranco@paulweiss.com

Correspondent Name: Sarah Kirschenheiter

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

**Address Line 2:** 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	020282-071
NAME OF SUBMITTER:	Sarah Kirschenheiter

TRADEMARK 900504602 REEL: 006681 FRAME: 0709

SIGNATURE:	/sarah kirschenheiter/	
DATE SIGNED:	06/28/2019	
Total Attachments: 4		
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#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), dated as of June 28, 2019, is from The Bank of New York Mellon, as Collateral Agent (the "Collateral Agent") to DMX, LLC, a Texas limited liability company (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, dated as of June 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Short-Form Trademark Security Agreement, dated as of June 28, 2017, by and between the Collateral Agent and the Grantor (the "<u>Trademark Security Agreement</u>"), the Grantor, by reference to the Security Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Grantor's registered or applied for trademarks, trade names and service marks, including the trademarks listed in Schedule I hereto (collectively, the "Released Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 29, 2017 at Reel 6094 and Frame 0195;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth herein, the Collateral Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Trademark Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

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

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

THE BANK OF NEW YORK MELLON, as Collateral Agent

Name: Wanda Camacho

Title: Vice President

[Signature Page to The Bank of New York Mellon Notes Second Lien Trademark Release (DMX, LLC)]

#### Schedule I

## LIST OF REGISTERED TRADE NAMES, TRADEMARKS, SERVICES MARKS TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

Country, State or Territory	Mark	Reg. No.	App. No.	Status
United States	PROFUSION	3136100	75891493	Renewed
United States	PROFUSION	2851117	75889883	Renewed
United States	PROFUSION	2847702	75889884	Renewed
United States	PRODISC	2080621	74692582	Renewed
United States	DMX	1736237	74222055	Renewed
United States	DMX	3614285	77014912	Registered
United States	SONIC TAP	3702031	77182509	Registered

**RECORDED: 06/28/2019**