

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549139

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 Trust Company, N.A.		11/12/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Studio IP Holdings LLC		
Street Address:	2711 Centerville Rd. #400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5195896	ROC NATION	
Registration Number:	5195897	ROC NATION	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	521949-00667		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	11/12/2019		
Total Attachments: 4			
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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of November 12, 2019, by The Bank of New York Mellon Trust Company, N.A., a national banking corporation, as trustee and as collateral agent ("Collateral Agent"), in favor of Studio IP Holdings LLC, a Delaware limited liability company (the "Grantor").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Collateral Agent hereby terminates, releases and discharges all liens and security interests granted by Grantor in favor of Collateral Agent in the Specified Trademark Collateral (as defined below) under the Second Lien Confirmatory Trademark Security Agreement, effective as of February 22, 2018 (the "Trademark Security Agreement"), by the Grantor to the Collateral Agent and recorded with the United States Patent and Trademark Office on February 23, 2018 at Reel/Frame 6277/0935 and hereby reassigns to the Grantor all right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Specified Trademark Collateral"):

- (i) the trademarks or trademark applications set forth on Schedule A annexed hereto (collectively, the "Specified Trademarks");
- (ii) all goodwill connected with use or symbolized by the Specified Trademarks;
- (iii) all proceeds, products, rents and profits of or from any and all of the Specified Trademarks and, to the extent not constituting Excluded Property, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the Specified Trademarks; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Collateral Agent hereby authorizes the Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. Collateral Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor, at the Grantor's expense, to fully effectuate the purpose of this Release.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Release by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

The Bank of New York Mellon Trust Company, N.A.,
as Collateral Agent

By: [Signature]
Name: Raymond K. O'Neil
Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>App Date</u>	<u>App #</u>	<u>Reg Date</u>	<u>Reg #</u>	<u>Status</u>
ROC NATION	Studio IP Holdings LLC	9/10/2013	86060790	05/02/2017	5195896	REGISTERED
ROC NATION	Studio IP Holdings LLC	9/10/2013	86060807	05/02/2017	5195897	REGISTERED

Schedule A

26094909.3 BUSINESS

RECORDED: 11/12/2019

**TRADEMARK
REEL: 006794 FRAME: 0480**