

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM562790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks Previously Recorded at Reel/Frame (5893/0905)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		02/18/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	On Location Events, LLC		
Street Address:	805 Third Avenue		
Internal Address:	31st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3135366	ON LOCATION	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553222		
Email:	jmull@stblaw.com		
Correspondent Name:	Alexander Raytman		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	002271/0002		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	02/19/2020		
Total Attachments: 4			
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INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE is made as of February 18, 2020, by Antares Capital LP ("Antares Capital"), as administrative agent for the Lenders and the L/C Issuers (in such capacity, "Agent") in favor of On Location Events, LLC (the "Grantor"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the IP Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor, the other grantors from time to time party thereto and the Agent entered into that certain Guaranty and Security Agreement dated as of September 29, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Guaranty and Security Agreement");

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor and Agent entered into that certain Intellectual Property Security Agreement dated as of September 29, 2016 (the "IP Security Agreement"), in each case, pursuant to which Grantor mortgaged, pledged and hypothecated to Agent, for the benefit of the Secured Parties, and granted to the Agent for the benefit of the Secured Parties, a Lien on and security interest in all of the Grantor's right, title and interest in and to the following, whether then owned or existing or thereafter created, acquired or arising (collectively the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation those referred to on Schedule 1 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 and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on September 29, 2016 at Reel 5893, Frame 0905; and

WHEREAS, Grantor has requested that Agent terminate and release its Lien on and security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby, without any representation, warranty, recourse or undertaking by Agent, releases, cancels and terminates in its entirety its Lien on and its security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Agent hereby discharges, quit claims, and relinquishes unto the Grantor, reassigns, grants, re-transfers and re-conveys to Grantor, without any representation, warranty, recourse or

undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademark Collateral, and authorizes the recordation of this Intellectual Property Termination and Release with the United States Patent and Trademark Office at the expense of the Credit Parties.

3. The Agent agrees to take all further actions, and provide to the Grantor, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the sole cost and expense at the expense of the Credit Parties, to more fully and effectively effectuate the purposes of this Intellectual Property Termination and Release.

4. This Intellectual Property Termination and Release is entered into in conjunction with, and not in lieu of, that certain Payoff Letter dated as of February 18, 2020 by and between the Agent, the Credit Parties and other parties thereto.

5. This Intellectual Property Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Intellectual Property Termination and Release to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By: 

Name: Kyle Wilson

Its: Duly Authorized Signatory

SCHEDULE 1
TO
INTELLECTUAL PROPERTY TERMINATION AND RELEASE

Mark	Registration No.	Registration Date
ON LOCATION	3135366	8/29/06