CH \$165.00 44454

ETAS ID: TM565667

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A., as Collateral Agent		02/28/2020	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PlayNetwork, Inc.
Street Address:	14720 NE 87th Street
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052
Entity Type:	Corporation: WASHINGTON

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4445488	SEESAW
Registration Number:	3715972	SERENADE
Registration Number:	2863918	PLAYNETWORK
Registration Number:	2608498	PLAY NETWORK
Registration Number:	2432612	
Registration Number:	2317477	CHANNEL M

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 216-586-7129

Email: clkiedrowski@jonesday.com
Correspondent Name: Carrie L. Kiedrowski, Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114-1190

NAME OF SUBMITTER:	Carrie L. Kiedrowski	
SIGNATURE:	/Carrie L. Kiedrowski/	
DATE SIGNED:	03/06/2020	

Total Attachments: 4

source=Citizens_Octave - Trademark Security Agreement Termination for PlayNetwork Inc. (Executed 2020.02.28) (002)#page1.tif

source=Citizens_Octave - Trademark Security Agreement Termination for PlayNetwork Inc. (Executed 2020.02.28) (002)#page2.tif

source=Citizens_Octave - Trademark Security Agreement Termination for PlayNetwork Inc. (Executed 2020.02.28) (002)#page3.tif

source=Citizens_Octave - Trademark Security Agreement Termination for PlayNetwork Inc. (Executed 2020.02.28) (002)#page4.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of February 28, 2020 (this "Release") is made by CITIZENS BANK, N.A., as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of PLAYNETWORK, INC., a Washington corporation (the "Grantor").

1.

Pursuant to that certain Security Agreement Supplement No. 1 dated as of May 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Supplement"), pursuant to which such Grantor became a party to that certain Security Agreement, dated as of May 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor and Collateral Agent entered into a certain Trademark Security Agreement (Second Lien), dated as of May 12, 2017 and recorded in the United States Patent and Trademark Office on May 12, 2017, at Reel 6059, Frame 0390 (the "Trademark Security Agreement"), and pursuant to the Security Agreement and Trademark Security Agreement, the Grantor granted to the Collateral 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 Trademark Collateral (as defined in the Trademark Security Agreement), including the foregoing identified on Schedule A hereto and incorporated herein by reference.

2.

The Collateral Agent, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the grant of and all of its lien on and security interest in, all right, title and interest in, to and under the Trademark Collateral granted under the Trademark Security Agreement, including the foregoing identified on Schedule A hereto and incorporated herein by reference. Any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Collateral Agent's security interest in any intellectual property or any other asset of the Grantor other than the Trademark Collateral.

3.

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 necessary and requested by the Grantor to effect the release of the security interest contemplated hereby, at the Grantor's expense. The Collateral Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office.

4.

This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same agreement. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

5.

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

(Signature page follows)

NAI-1511406828v3

IN WITNESS WHEREOF, Collateral Agent has caused this document to be executed on its behalf as of the date first written above.

CITIZENS BANK, N.A.

as Collateral Agent

By:

Name: Charles T. Bender Title: Vice President

Address: 20 Cabot Road

Medford, Massachusetts 02155

REEL: 006884 FRAME: 0385

Schedule A

Released Trademarks

<u>Mark</u>	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
SEESAW	Registered	77646122	4445488
SEESAW		08-JAN-2009	10-DEC-2013
SERENADE	Registered	77377645	3715972
SERENADE		22-JAN-2008	24-NOV-2009
PLAYNETWORK	Registered	75834405	2863918
PLAYNETWORK		28-OCT-1999	20-JUL-2004
PLAY NETWORK	Registered	75834255	2608498
PLAY NETWORK		28-OCT-1999	20-AUG-2002
Design Only	Registered	75530792	2432612
		31-JUL-1998	06-MAR-2001
CHANNEL M	Registered	75192630	2317477
		04-NOV-1996	15-FEB-2000

NAI-1511406828v3 TRADEMARK **REEL: 006884 FRAME: 0386**

RECORDED: 03/06/2020