

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL RECORDED AT REEL/FRAME NO.: 6772/0106

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT		03/10/2020	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	WHITLOCK ACQUISITIONCO, LLC
Street Address:	338 Pier Avenue
City:	Hermosa Beach
State/Country:	CALIFORNIA
Postal Code:	90254
Entity Type:	Limited Liability Company: DELAWARE
Name:	WHITLOCK MIDCO, LLC
Street Address:	338 Pier Avenue
City:	Hermosa Beach
State/Country:	CALIFORNIA
Postal Code:	90254
Entity Type:	Limited Liability Company: DELAWARE
Name:	AUDIO FIDELITY COMMUNICATIONS, LLC
Street Address:	12820 West Creek Parkway
Internal Address:	Suite M
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23238-1111
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5071812	SHARE IT WITH THE WORLD

CORRESPONDENCE DATA

Fax Number: 4154391500

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: maria.banda@kirkland.com
Correspondent Name: Maria Banda
Address Line 1: Kirkland & Ellis, LLP
Address Line 2: 555 California Street, Suite 2700
Address Line 4: San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	22275-88
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	03/11/2020

Total Attachments: 4

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TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This **TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL**, dated as of March 10, 2020, is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as agent (“Secured Party”), in favor of **WHITLOCK ACQUISITIONCO, LLC**, a Delaware limited liability company, **WHITLOCK MIDCO, LLC**, a Delaware limited liability company, and **AUDIO FIDELITY COMMUNICATIONS, LLC**, a Virginia limited liability company (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of October 15, 2019 (as amended, restated, supplemented, or modified from time to time, the “Trademark Security Agreement”; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Secured Party and Grantors, Grantors have granted a security interest in certain personal property to Secured Party, including without limitation a security interest in all of each such Grantor’s right, title and interest in and to the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on or about October 15, 2019 at Reel 6772, Frame 0106; and

WHEREAS, Secured Party has agreed to terminate and release its security interest in all of the Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, Secured Party hereby terminates and releases all mortgages, liens, collateral assignments, pledges and security interests granted to Secured Party in the Trademark Collateral, including, without limitation, the following:

1. all of each Grantor’s Trademarks to which such Grantor is a party including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
3. all products and proceeds (as that term is defined in the Code) of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Secured Party hereby reassigns, grants and conveys to Grantors, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in, to and under the Trademark Collateral.

Secured Party agrees, at the Grantors’ expense, to cooperate with the Grantors and to provide the Grantors with the information and additional authorization reasonably requested by any Grantor to effect the release of the Secured Party’s security interest in and lien on the Trademark Collateral.

This agreement 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.

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IN WITNESS WHEREOF, Secured Party has caused this Termination of Security Interest in Trademark Collateral to be duly executed as of the date first set forth above.

SECURED PARTY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Secured Party

By: _____

Name: *Amber Vestal*

Title: *Vice President*

SCHEDULE A
to
TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Trademark Registrations/Applications

Grantor	Registrant	Country	Mark	Registration No. (Serial No.)	Goods/Services
Audio Fidelity Communications, LLC	Audio Fidelity Communications Corporation DBA Whitlock	US	SHARE IT WITH THE WORLD	5071812 (86894913)	Video transmission over digital networks.