

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM590041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON, as collateral agent		07/31/2020	Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	DMX, LLC		
Street Address:	3318 Lakemount Blvd.		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29708		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3136100	PROFUSION	
Registration Number:	2851117	PROFUSION	
Registration Number:	2847702	PROFUSION	
Registration Number:	1736237	DMX	
Registration Number:	3614285	DMX	
Registration Number:	3702031	SONIC TAP	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.03100		
NAME OF SUBMITTER:	Javier J. Ramos		

CH \$165.00 3136100

SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	08/03/2020
Total Attachments: 3 source=15.3. Mood - Second Lien Trademark Release (DMX LLC)#page1.tif source=15.3. Mood - Second Lien Trademark Release (DMX LLC)#page2.tif source=15.3. Mood - Second Lien Trademark Release (DMX LLC)#page3.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

July 31, 2020

WHEREAS, pursuant to that certain Short-Form Trademark Security Agreement, dated as of June 28, 2019 (the “Trademark Security Agreement”), recorded in the United States Patent and Trademark Office (“USPTO”) on June 28, 2019 under Reel/Frame 6681/0666, by DMX, LLC (“Releasee”) to THE BANK OF NEW YORK MELLON, as collateral agent (“Releasor”), Releasee granted to Releasor, for the benefit of the Secured Parties (as defined in the Trademark Security Agreement), a continuing security interest in all of its right, title and interest in, to and under all of Releasee’s trademarks that are registered with, or for which applications for registrations have been filed with the USPTO, including, without limitation, the trademark registrations and applications listed on the annexed Schedule A, all registrations and pending applications associated therewith, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Trademark Collateral”); and

WHEREAS, Releasee has requested, and Releasor has agreed to execute, acknowledge and deliver, this Release of Security Interest in Trademarks (this “Release”) to terminate the Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in, to and under the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Releasor hereby agrees as follows:

Release of Security Interest. Releasor hereby, without any representation or warranty of any kind and without any recourse to Releasor, terminates the Trademark Security Agreement and hereby terminates, releases, relinquishes and discharges all of its lien on and security interest in, to and under the Trademark Collateral and transfers and assigns to Releasee any and all right, title or interest Releasor may have in, to and under the Trademark Collateral.

The Releasor hereby authorizes the Releasee, or the Releasees’ authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Releasor further agrees to execute and deliver to the Releasee any and all further documents and instruments, and do any and all further acts which the Releasee (or its agents or designees) reasonably request, at the Releasee’s sole cost and expense, in order to confirm this Release of Security Interest in Trademarks and the Releasee’s right, title, and interest in or to the Trademark Collateral.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW 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).

[Remainder of page intentionally left blank.]

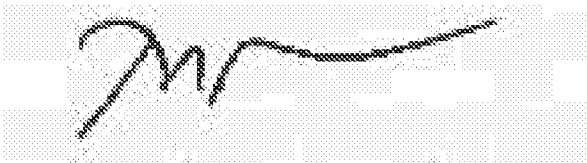
IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its duly authorized representatives as of the date first written above.

THE BANK OF NEW YORK MELLON

timothy.bu
rke@bny
mellon.co
m

Digitally signed by
timothy.burke@bnymellon.c
om
DN:
cn=timothy.burke@bnymell
on.com

Name: Reason: I am the author of
this document
Title: Location:
Date: 2020-07-29
14:32-04:00

A handwritten signature in black ink, appearing to be 'Timothy Burke', written over a light gray grid background.

timothy.burke@bnymellon.com
2020-07-29 16:58-04:00

SCHEDULE A

TRADEMARKS

**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	DMX	1736237	74222055	Renewed
United States	DMX	3614285	77014912	Registered
United States	SONIC TAP	3702031	77182509	Registered