

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BNP PARIBAS, as collateral agent for the Secured Parties		01/17/2020	LIMITED LIABILITY BANKING COMPANY: FRANCE
RECEIVING PARTY DATA			
Name:	EMX DIGITAL, LLC		
Street Address:	229 WEST 43RD STREET, FLOOR 8		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4795312	BREALTIME	
Registration Number:	5044696	BREALTIME	
Serial Number:	87180174	BIDDR 360	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20649652		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	11/18/2020		
Total Attachments: 4	source=Engine - Release of Intellectual Property (EMX Digital) (738379995_2)#page1.tif		

CH \$90.00 4795312

source=Engine - Release of Intellectual Property (EMX Digital) (738379995_2)#page2.tif

source=Engine - Release of Intellectual Property (EMX Digital) (738379995_2)#page3.tif

source=Engine - Release of Intellectual Property (EMX Digital) (738379995_2)#page4.tif

**RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This **RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the “Release”) is made as of November 17, 2020, by **BNP PARIBAS**, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **EMX DIGITAL, LLC** (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) that certain Second Lien Pledge and Security Agreement, dated as of September 15, 2017, by and among Grantor, the other grantors party thereto and the Collateral Agent (as heretofore amended, supplemented or otherwise modified, the “Pledge and Security Agreement”) and (ii) that certain Second Lien Intellectual Property Security Agreement, dated as of September 15, 2017, by and between Grantor and Collateral Agent (the “Intellectual Property Security Agreement”; all capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement), the Grantor granted the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all Trademarks (as defined in the Pledge and Security Agreement), including, without limitation, the trademarks and U.S. trademarks registrations and applications identified on Schedule 1 attached hereto (the “Trademark Security Interest”);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 18, 2017 at Reel/Frame 6156/0260;

WHEREAS, the Grantor has satisfied in full the terms of the Pledge and Security Agreement and Intellectual Property Security Agreement and requests a release of the Trademark Security Interest; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Parties, desires to terminate and grant a release of the Trademark Security Interest as provided in this Release.

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. Collateral Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) releases, relinquishes, terminates and discharges the Trademark Security Interest in its entirety and (c) reassigns to the Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the any of the Intellectual Property Collateral (including, without limitation, the trademarks and U.S. trademarks registrations and applications identified on Schedule 1 attached hereto) and associated common law rights and goodwill appurtenant thereto.
2. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

3. At the request and sole expense of Grantor, Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release.

[Signature page follows]


IN TESTIMONY WHEREOF, the Collateral Agent has executed this Release by its proper officers thereunto duly authorized.

BNP PARIBAS, as Collateral Agent

By: 
Name: Charles Romano
Title: Director

By: 
Name: Brock Harris
Title: Managing Director

Schedule 1
TRADEMARKS

Mark	Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
BIDDR 360	EMX Digital, LLC	87180174 09/22/2016	N/A	Pending
BREALTIME	EMX Digital LLC	86554233 3/5/2015	4795312 8/18/2015	Registered
BREALTIME and Design 	EMX Digital LLC	86899104 2/5/2016	5044696 9/20/2016	Registered