

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619066

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interests		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		01/07/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ION Media Networks Content, Inc. (successor to ION Media Entertainment, Inc.)		
Street Address:	601 Clearwater Park Road		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Corporation: FLORIDA		
Name:	ION Media Networks, Inc.		
Street Address:	601 Clearwater Park Road		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Corporation: DELAWARE		
Name:	QUBO Venture LLC		
Street Address:	601 Clearwater Park Road		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Airbox Television, Inc.		
Street Address:	601 Clearwater Park Road		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 43			

OP \$1090.00 4561052

Property Type	Number	Word Mark
Registration Number:	4561052	ION LOUNGE
Registration Number:	3442627	ION MEDIA NETWORKS
Registration Number:	3442624	ION MEDIA NETWORKS
Registration Number:	3866329	ION LIFE
Registration Number:	3562403	ION
Registration Number:	3568528	ION TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3260791	QUBO
Registration Number:	3255844	QUBO
Registration Number:	4282223	AIRBOX
Registration Number:	4282221	AIRBOX
Registration Number:	4199260	AIRBOX
Registration Number:	4199204	AIRBOX
Registration Number:	4282222	AIRBOX
Registration Number:	4355102	ION LIFE
Serial Number:	85804476	IONSHOP
Registration Number:	3857892	ION TELEVISION HD
Registration Number:	3861761	ION TELEVISION HD
Registration Number:	3857891	ION TELEVISION HD
Registration Number:	3866328	ION LIFE
Registration Number:	3768442	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3632982	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3768441	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3850636	ION+ TELEVISION POSITIVELY ENTERTAINING
Registration Number:	3562405	ION
Registration Number:	3562404	ION TELEVISION
Registration Number:	3787746	TELEVISION IN MOTION
Registration Number:	3248009	DOC
Serial Number:	85847503	OMVION
Registration Number:	3981058	NIGHT OWL QUBO CHANNEL
Registration Number:	5934111	ION PLUS
Registration Number:	5698254	ION LIFE
Registration Number:	5667203	ION MEDIA
Registration Number:	5460097	ION MEDIA
Registration Number:	5263954	ION INSIDERS
Registration Number:	5240180	ION MEDIA NETWORKS
Registration Number:	5235615	ION@HOME
Registration Number:	5231589	ION LOUNGE
Registration Number:	5208817	ION TELEVISION

Property Type	Number	Word Mark
Registration Number:	5205083	ION LIFE
Registration Number:	4844404	ION TELEVISION
Registration Number:	4819331	ION KITCHEN
Registration Number:	4819330	ION KITCHEN
Registration Number:	4880395	BETTER TV IS IN THE AIR

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	01/07/2021

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 7, 2021 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., a Delaware corporation located at 1300 Thames Street, 4th Floor, Thames Street Wharf, Baltimore, Maryland 21231, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of ION Media Networks Content, Inc. (as successor to ION Media Entertainment, Inc.), a Florida corporation located at 601 Clearwater Park Road, West Palm Beach, Florida 33401 (“ION Media Content”), ION Media Networks, Inc., a Delaware corporation located at 601 Clearwater Park Road, West Palm Beach, Florida 33401 (“ION Media Networks”), QUBO Venture LLC, a Delaware limited liability company located at 601 Clearwater Park Road, West Palm Beach, Florida 33401 (“QUBO Venture”), and Airbox Television, Inc., a Florida corporation located at 601 Clearwater Park Road, West Palm Beach, Florida 33401 (“Airbox,” and collectively with ION Media Content, ION Media Networks and QUBO Venture, the “Grantors” and each individually, a “Grantor”).

WHEREAS, pursuant to that certain Security Agreement, dated as of December 18, 2013, as amended by Amendment No. 1 to the Security Agreement dated as of July 25, 2019, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered (i) that certain Intellectual Property Security Agreement, dated as of December 18, 2013 (the “Original Trademark Security Agreement”), by and among certain of the Grantors in favor of JPMorgan Chase Bank, N.A., as prior collateral agent (the “Prior Agent”), as assigned to the Collateral Agent pursuant to that certain Notice of Succession of Agency and Assignment of Security Interest in Intellectual Property, dated as of July 25, 2019 (the “Assignment of Security Interest in Intellectual Property,” and the Original Trademark Security Agreement as so assigned, the “Initial Trademark Security Agreement”), between the Prior Agent and the Collateral Agent, and (ii) that certain Supplemental Trademark Security Agreement, dated as of April 30, 2020 (the “Supplemental Trademark Security Agreement” and, together with the Initial Trademark Security Agreement, the “Trademark Security Agreements”), by and among certain of the Grantors in favor of the Collateral Agent, each for recordal with the United States Patent and Trademark Office;

WHEREAS, (i) the Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 20, 2013 at Reel/Frame 5178/0874, (ii) the Assignment of Security Interest in Intellectual Property was recorded with the United States Patent and Trademark Office on July 25, 2019 at Reel/Frame 6703/0166 and (iii) the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2020 at Reel/Frame 6928/0446;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Collateral Agent hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademarks and other Pledged Collateral, including the trademark

registrations and applications set forth on Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademarks and other Pledged Collateral under the Trademark Security Agreements, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Collateral Agent terminates and cancels each of the Trademark Security Agreements.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the applicable Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC.,** as Collateral Agent

By: 
Name: Lisa Hanson
Title: VP

SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Reel/Frame 6703/0166 and Reel/Frame 5718/0874

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ION Media Networks, Inc.	ion Lounge & Design	85834624	01/28/2013	4561052	07/01/2014
2.	ION Media Networks, Inc.	ion MEDIA NETWORKS & Design	78826561	03/01/2006	3442627	06/03/2008
3.	ION Media Networks, Inc.	ion MEDIA NETWORKS & Design	78825609	02/28/2006	3442624	06/03/2008
4.	ION Media Networks, Inc.	ion LIFE & Design	77669541	02/12/2009	3866329	10/26/2010
5.	ION Media Networks, Inc.	ion	77438353	04/02/2008	3562403	01/13/2009
6.	ION Media Networks, Inc.	ION TELEVISION POSITIVELY ENTERTAINING	77419741	03/12/2008	3568528	01/27/2009
7.	Qubo Venture LLC	QUBO & Design	78945440	08/04/2006	3260791	07/10/2007
8.	Qubo Venture LLC	QUBO	78934874	07/21/2006	3255844	06/26/2007
9.	Airbox Television, Inc.	AiRBOX & Design	85639569	05/31/2012	4282223	05/31/2012
10.	Airbox Television, Inc.	AiRBOX & Design	85639551	05/31/2012	4282221	01/29/2013
11.	Airbox Television, Inc.	AiRBOX & Design	85198775	12/15/2010	4199260	08/28/2012
12.	Airbox Television, Inc.	AIRBOX	85180761	11/19/2010	4199204	08/28/2012
13.	Airbox Television, Inc.	AiRBOX & Design	85639556	05/31/2012	4282222	01/29/2013
14.	ION Media Networks, Inc.	ion LIFE & Design	85579482	03/26/2012	4355102	06/18/2013
15.	ION Media Networks, Inc.	IONShop	85804476	12/17/2012		
16.	ION Media Networks, Inc.	ion TELEVISION HD & Design	77765791	06/23/2009	3857892	10/05/2010
17.	ION Media Networks, Inc.	ion TELEVISION HD & Design	77765789	06/23/2009	3861761	10/12/2010
18.	ION Media Networks, Inc.	ion TELEVISION HD & Design	77765786	06/23/2009	3857891	10/05/2010
19.	ION Media Networks, Inc.	ion LIFE & Design	77669538	02/12/2009	3866328	10/26/2010
20.	ION Media Networks, Inc.	ion+ TELEVISION POSITIVELY ENTERTAINING & Design	77531000	07/24/2008	3768442	03/30/2010
21.	ION Media Networks, Inc.	ion+ TELEVISION POSITIVELY ENTERTAINING & Design	77530999	07/24/2008	3632982	06/02/2009

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
22.	ION Media Networks, Inc.	ion+ TELEVISION POSITIVELY ENTERTAINING & Design	77530997	07/24/2008	3768441	03/30/2010
23.	ION Media Networks, Inc.	ion+ TELEVISION POSITIVELY ENTERTAINING & Design	77530995	07/24/2008	3850636	09/21/2010
24.	ION Media Networks, Inc.	ion+ & Design	77438355	04/02/2008	3562405	01/13/2009
25.	ION Media Networks, Inc.	ion+ TELEVISION & Design	77438354	04/02/2008	3562404	01/13/2009
26.	ION Media Networks, Inc.	TELEVISION IN MOTION	77091471	01/25/2007	3787746	05/11/2010
27.	ION Media Networks Content, Inc. (as successor to ION Media Entertainment, Inc.)	DOC	76976905	05/16/2000	3248009	05/29/2007
28.	ION Media Networks, Inc. (as successor to Open Mobile Ventures Corporation)	OMVION	85847503	02/12/2013		
29.	Qubo Venture LLC	NIGHT OWL QUBO CHANNEL & Design	85153405	10/15/2010	3981058	06/21/2011

Reel/Frame 6928/0446

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	ION Media Networks, Inc.	ION PLUS	88357423	03/26/2019	5934111	12/10/2019
2.	ION Media Networks, Inc.	ion LIFE & Design	87540332	07/24/2017	5698254	03/12/2019
3.	ION Media Networks, Inc.	ion MEDIA & Design	87540346	07/24/2017	5667203	01/29/2019
4.	ION Media Networks, Inc.	ION MEDIA	87322251	02/02/2017	5460097	05/01/2018
5.	ION Media Networks, Inc.	ION INSIDERS	87204841	10/16/2016	5263954	08/15/2017
6.	ION Media Networks, Inc.	ION MEDIA NETWORKS	87214062	10/24/2016	5240180	07/11/2017
7.	ION Media Networks, Inc.	ION@HOME	87198814	10/10/2016	5235615	07/04/2017
8.	ION Media Networks, Inc.	ION LOUNGE	87198816	10/10/2016	5231589	06/27/2017
9.	ION Media Networks, Inc.	ION TELEVISION	87198815	10/10/2016	5208817	05/23/2017
10.	ION Media Networks, Inc.	ION LIFE	87214060	10/24/2016	5205083	05/16/2017

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
11.	ION Media Networks, Inc.	ion TELEVISION & Design	86513589	01/25/2015	4844404	11/03/2015
12.	ION Media Networks, Inc.	ion KITCHEN & Design	86341007	07/18/2014	4819331	09/22/2015
13.	ION Media Networks, Inc.	ion KITCHEN & Design	86341005	07/18/2014	4819330	09/22/2015
14.	Airbox Television, Inc.	BETTER TV IS IN THE AIR	86620875	05/06/2015	4880395	01/05/2016