

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST, NATIONAL ASSOCIATION		01/25/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	BOSSIPMADAMENOIRE, LLC		
Street Address:	1010 Wayne Avenue, 14th Floor		
City:	Silver Spring		
State/Country:	MARYLAND		
Postal Code:	20910		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3512210	BOSSIP	
Registration Number:	3983294	HIPHOPWIRED	
Registration Number:	4536201	MADAME NOIRE	
Registration Number:	3932565	MADAME NOIRE	
Serial Number:	87560726	BOSSIP TV	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	Attn: Hayley Smith		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	86007-37		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	01/27/2021		

CH \$140.00 3512210

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of January 25, 2021 (the “Effective Date”), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (in such capacity, the “Agent”), in favor of BOSSIPMADAMENOIRE, LLC (the “Grantor”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them in the Trademark Security Agreement (whether defined therein or by reference to another agreement).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 9, 2020, among the Grantor, the other grantors party thereto, and the Agent (as may have been amended, modified, restated, and/or supplemented from time to time, the “Security Agreement”), the Grantor executed and delivered a Grant of Security Interest in United States Trademarks, dated as of November 9, 2020 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office (“USPTO”) on November 9, 2020 at Reel/Frame 7099/0422;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Agent a continuing security interest (the “Security Interest”) in all of the following that constituted Collateral: (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trade names, trade dress, logos, designs, fictitious business names and other business identifiers, and the registrations and applications for registrations thereof set forth on Schedule A attached hereto (the “Marks”), (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date thereof for infringement or dilution of any of the Marks or unfair competition regarding the same (the “Trademark Collateral”); and

WHEREAS, the Agent and the Grantor acknowledge that the requirements for releasing the Security Interest in the Trademark Collateral have been met.

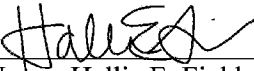
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) releases, discharges, terminates and cancels the Security Interest in and to the Trademark Collateral, and (iii) retransfers and reassigns to the Grantor any right, title or interest the Agent may have in, to or under the Trademark Collateral, in each case without recourse to the Agent and without representation or warranty of any kind.

The Grantor, or any successor to the Grantor (including any person or entity hereafter having any right, title or interest in or to the Trademark Collateral), is hereby authorized to record this Release in the USPTO.

[Remainder of this page intentionally left blank; signature page follows]

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

WILMINGTON TRUST NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Hallie E. Field
Title: Vice President

SCHEDULE A

TRADEMARKS

BOSSIP	77417539 March 10, 2008	3512210 October 7, 2008	Renewed October 7, 2018	BOSSIPMADAME NOIRE, LLC
BOSSIP TV	87560726 August 8, 2017	--	Allowed September 21, 2020	BOSSIPMADAME NOIRE, LLC
HIPHOPWIRED	77943218 February 24, 2010	3983294 June 28, 2011	Registered July 11, 2017	BOSSIPMADAME NOIRE, LLC
MADAME NOIRE	85967853 June 24, 2013	4536201 May 27, 2014	Registered August 18, 2020	BOSSIPMADAME NOIRE, LLC
MADAME NOIRE	77959622 March 16, 2010	3932565 March 15, 2011	Registered April 17, 2017	BOSSIPMADAME NOIRE, LLC