

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623345

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT		01/29/2021	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Axis Holdings, LLC
Street Address:	9348 Civic Center Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Limited Liability Company: VIRGINIA
Name:	Soundcheck, LLC
Street Address:	9348 Civic Center Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4822360	MAD ROOSTER CAFE
Registration Number:	4403133	SOUNDCHECK NASHVILLE
Registration Number:	5896548	SOUNDCHECK
Registration Number:	5896545	SOUNDCHECK

CORRESPONDENCE DATA

Fax Number: 2138918763

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: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

OP \$115.00 4822360

ATTORNEY DOCKET NUMBER:	043153-0183
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/29/2021
Total Attachments: 4 source=LNE - Release of TM Collateral May 2020 Notes#page1.tif source=LNE - Release of TM Collateral May 2020 Notes#page2.tif source=LNE - Release of TM Collateral May 2020 Notes#page3.tif source=LNE - Release of TM Collateral May 2020 Notes#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (the “Release”), dated as of January 29, 2021, is made by U.S. BANK NATIONAL ASSOCIATION, as Notes Collateral Agent (the “Notes Collateral Agent”) in favor of the Grantors identified below. Capitalized terms used but not defined herein have the meanings assigned to them in the Security Agreement (as defined below).

WHEREAS, AXIS HOLDINGS, LLC and SOUNDCHECK, LLC (each, a “Grantor”) and the Notes Collateral Agent are parties to that certain Security Agreement, dated as of May 20, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor executed and delivered to the Notes Collateral Agent that certain Notice of Grant of Security Interest in Trademarks, dated as of May 20, 2020 and recorded with the U.S. Patent and Trademark Office on May 20, 2020 at Reel/Frame No. 6943/0273 (the “Trademark Security Agreement”), pursuant to which each Grantor granted to the Notes Collateral Agent for the benefit of the holders of the Obligations a Lien on and continuing security interest in and to all of its right, title and interest in, to and under the Applicable Collateral (as defined in the Trademark Security Agreement);

WHEREAS, in reliance of an Officer’s Certificate, dated as of the date hereof, delivered to the Notes Collateral Agent by the Parent Borrower, the Notes Collateral Agent has agreed to release its security interest in all of the right, title, and interest in and to the U.S. trademark registrations set forth in Schedule I, attached hereto and incorporated herein by this reference (the “Released Collateral”), and to reconvey any and all of its right, title, and interest in and to the Released Collateral to Grantor; and

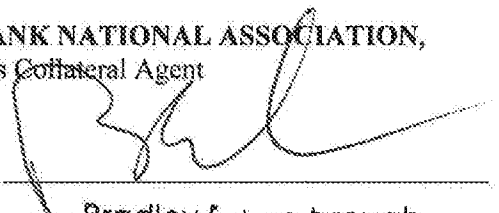
WHEREAS, the security interest in the remaining Applicable Collateral granted to the Notes Collateral Agent pursuant to the Trademark Security Agreement (the “Remaining Collateral”), will be unaffected by this Release and such security interest in the Remaining Collateral will continue in full force and effect.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Notes Collateral Agent, on behalf of itself, its successors and assigns, and the holders of the Obligations, hereby TERMINATES, without recourse, representation, or warranty of any kind or nature the security interest arising under the Trademark Security Agreement in the Released Collateral, RELEASES and forever discharges, without recourse, representation, or warranty of any kind or nature its security interest arising under the Trademark Security Agreement in the Released Collateral, and retransfers and reassigns to each Grantor any right, title or interest the Notes Collateral Agent may have in, to or under the Released Collateral arising under the Trademark Security Agreement, without representation or warranty of any kind or nature. This Release is applicable only to the Released Collateral. The Notes Collateral Agent shall retain its security interest in all Remaining Collateral and this release shall not interrupt, terminate, impair or otherwise modify the Notes Collateral Agent’s rights in all such Remaining Collateral.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Notes Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 
Name: Bradley E. Scarborough
Title: Vice President

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 007174 FRAME: 0956

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

UNITED STATES TRADEMARK:

Reel/Frame 6943/0273:

OWNER	REGISTRATION NUMBER	TRADEMARK
Axis Holdings, LLC	4822360	MAD ROOSTER CAFÉ
Soundcheck, LLC	4403133	SOUNDCHECK NASHVILLE
Soundcheck, LLC	5896548	SOUNDCHECK
Soundcheck, LLC	5896545	SOUNDCHECK