

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLAND BRANCH, AS ADMINISTRATIVE AGENT		01/06/2020	FOREIGN BANKING CORPORATION: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Deluxe Entertainment Services Inc.
<b>Street Address:</b>	2400 West Empire Avenue
<b>City:</b>	BURBANK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91504
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	DELUXE 3D LLC
<b>Street Address:</b>	2400 WEST EMPIRE AVENUE
<b>City:</b>	BURBANK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91504
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	COMPANY 3 / METHOD INC. (F/K/A DELUXE CREATIVE SERVICES INC.)
<b>Street Address:</b>	2400 WEST EMPIRE AVENUE
<b>City:</b>	BURBANK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91504
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2011274	EFILM
<b>Registration Number:</b>	3190410	EFILM
<b>Registration Number:</b>	3752731	COLORSTREAM
<b>Registration Number:</b>	3755182	COLORSTREAM
<b>Registration Number:</b>	4273492	MOBILABS

CH \$140.00 2011274

**CORRESPONDENCE DATA****Fax Number:** 2128066006*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:** 212-806-5400**Email:** MVILLARIN@STROOCK.COM, JMANN@STROOCK.COM**Correspondent Name:** STROOCK & STROOCK & LAVAN LLP**Address Line 1:** 180 MAIDEN LANE**Address Line 4:** NEW YORK, NEW YORK 10038**ATTORNEY DOCKET NUMBER:** 006633/0003**NAME OF SUBMITTER:** JEFFREY MANN/**SIGNATURE:** /JEFFREY MANN/**DATE SIGNED:** 01/05/2021**Total Attachments: 12**

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CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH  
Eleven Madison Avenue  
New York, New York 10010

BANK OF AMERICA, N.A.  
333 South Hope Street  
Los Angeles, CA 90071

January 6, 2020

Deluxe Entertainment Services Inc.  
2400 West Empire Avenue  
Burbank, California 91504

PAYOFF LETTER

Ladies and Gentlemen:

Reference is made to the Asset-Based Revolving Credit Agreement dated as of November 6, 2019 (as amended, restated, supplemented or otherwise modified to the date hereof, the "*Credit Agreement*"), among Deluxe Entertainment Services Inc., a Delaware corporation (the "*Borrower*"), DESG Intermediate II Inc., a Delaware corporation, the lenders party thereto, Credit Suisse AG, Cayman Islands Branch ("*CS*"), as Administrative Agent (in such capacity, the "*Administrative Agent*"), and Bank of America, N.A., as Collateral Agent (in such capacity, the "*Collateral Agent*", and together with the Administrative Agent, the "*Agents*"). Capitalized terms used in this letter agreement and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This letter confirms that:

(a) if funds in the amount of the Loan Payoff Amount (as defined below) (other than the amount relating to Legal Fees as described below and on Schedule I hereto) are credited to the following account of the Administrative Agent (the "*Administrative Agent Account*"):

The Bank of New York  
ABA # [REDACTED]  
Account # [REDACTED]  
Attention: Agency Loan Operations

(b) funds in the amount of the legal fees ("*Cravath Legal Fees*") as described on Schedule I are credited to the following account of Cravath, Swaine & Moore LLP:

JPMorgan Chase Bank, N.A.  
ABA # [REDACTED]  
Account # [REDACTED]  
Reference Deluxe Entertainment

(c) funds in the amount of the legal fees ("*NRF Legal Fees*") as described on Schedule I are credited to the following account of Norton Rose Fulbright Canada LLP:

RBC Financial Group  
 1 Place Ville Marie  
 Montreal, Québec, CANADA H3C 3B5, [REDACTED]  
 ACC. No. [REDACTED]  
 Invoice Number [REDACTED]

and (d) funds in the amount of the repayment of outstanding Cash Management Obligations and the cash collateral required to be maintained in respect of Cash Management Obligations that will continue after the Payoff Date (as defined below) (the "*Cash Management Obligations Payment*") as described on Schedule I are credited to the following account of the Collateral Agent:

Bank of America, N.A.  
 ABA # [REDACTED]  
 Account # [REDACTED]  
 Reference: Deluxe Entertainment

and received by 3:00 P.M., New York City time, on January 6, 2020 (the "*Payoff Date*"), the amount necessary to pay off, satisfy and discharge in full all principal, interest, fees and other debts and liabilities (other than the Excluded Amounts (as defined below)) owing by the Borrower to each Agent and the Lenders under the Credit Agreement and the other Loan Documents (as described in more detail on Schedule I hereto, the "*Loan Payoff Amount*") will have been paid. The Loan Payoff Amount excludes possible breakage costs which may be invoiced at a later date and obligations under the Loan Documents (including expense reimbursement and contingent indemnity obligations) which by the terms of the Credit Agreement and the other Loan Documents expressly survive (collectively, the "*Excluded Amounts*"). The amounts set forth herein assume that the payoff will occur on the Payoff Date and that there will be no additional credit extensions and no additional expenses incurred prior to that time. The Loan Payoff Amount must be received, in immediately available funds, in accordance with the wire instructions above by 3:00 P.M., New York City time, on the Payoff Date in order for you to avoid additional interest and fees which will accrue at the per diem rate of [REDACTED] day after the Payoff Date until the date such Loan Payoff Amount is paid in full (such total, the "*Per Diem Amount*"). This letter agreement, and the Agents' obligations hereunder, shall terminate automatically if the Loan Payoff Amount (including all applicable Per Diem Amounts) is not received in full, in immediately available funds, in the Administrative Agent Account on or prior to January 8, 2019 (the "*Expiration Time*"). Until fully paid, the Per Diem Amount shall be deemed at all times part of the Loan Payoff Amount. The Borrower hereby agrees not to request additional Loans under the Credit Agreement on or after the date hereof through the Expiration Time.

The Borrower hereby represents and warrants to the Collateral Agent that, as of the date hereof, there are no outstanding Hedge Agreements, Cash Management Obligations or other debt instruments secured by the security interest held by the Collateral Agent in the Collateral other than the Cash Management Obligations that will continue after the Payoff Date and that are cash collateralized pursuant to the Cash Management Obligations Payment.

This letter confirms that upon, and effective as of, the time of receipt by (a) the Administrative Agent of (1) a counterpart of this letter signed by each party hereto and (2) the Loan Payoff Amount other than the Legal Fees in the manner described above (including all applicable Per Diem Amounts), (b)(1) Cravath, Swaine & Moore LLP of the Cravath Legal Fees and (2) Norton Rose Fulbright Canada LLP of the NRF Legal Fees (the "*Effective Time*") and (c) the Collateral Agent of the Cash Management Obligations Payment:

(1) all indebtedness of the Borrower for credit extended under the Credit Agreement (except for Excluded Amounts) shall be fully paid and discharged;

(2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Credit Agreement shall be terminated;

(3) all guarantees granted to the Lenders, the Collateral Agent, or the Administrative Agent for the benefit of the Lenders as a guarantee for such indebtedness shall be released and discharged;

(4) all of the right, title and interest (including security interests and all other Liens) of the Collateral Agent, the Administrative Agent, and the Secured Parties in and to all of the Collateral, which the Loan Parties granted the Collateral Agent or the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Loan Documents, shall automatically be released and terminated; and

(5) all Loan Documents shall terminate and have no further force or effect, except only those provisions that are expressly specified in the Credit Agreement or any other Loan Document as surviving that respective agreement's termination or the repayment of the loans and all other amounts payable under the Credit Agreement or any other Loan Document. Such provisions shall survive without prejudice and remain in full force and effect.

Notwithstanding anything herein (or in any other document, communication or filing relating hereto by any person) to the contrary, the Collateral Agent and the Administrative Agent are each authorizing solely the release of the Liens granted to it pursuant to the Loan Documents in connection with the Credit Agreement and not any other Liens or security interests at any time granted by any Loan Party in favor of Bank of America, N.A. pursuant to any other document that is not a Loan Document or in favor of any other person.

The Borrower acknowledges and agrees that the obligations and liabilities of the Loan Parties under the Loan Documents shall be reinstated with full force and effect if, at any time on or after the Payoff Date, all or any portion of the Loan Payoff Amount paid to either Agent or any Lender is voided or rescinded or must otherwise be returned by either Agent or any Lender to the Borrower upon the Borrower's insolvency, bankruptcy or reorganization or otherwise, all as though such payment had not been made; provided the Loan Parties and/or the Agents shall not be granted any new security interests or other liens of any type on any the assets of the Loan Parties as security for such obligations and liabilities and no previously granted security interests shall be revived. In addition, nothing contained in this letter agreement shall terminate or otherwise impair the Loan Parties' obligations in respect of the Excluded Amounts. The execution and/or delivery of any agreements or documents by either Agent, including this letter agreement, shall be without recourse to or warranty by either Agent or any Secured Party.

Subject to the occurrence of the Effective Time, each Loan Party releases each Agent, the Lenders and the other Secured Parties from any and all obligations owing under or in connection with the Credit Agreement and the other Loan Documents. Each of the Borrower, the other Loan Parties, and their Affiliates on behalf of themselves and their Related Parties hereby acknowledges and agrees that as of the date hereof it does not have any defenses, counterclaims, offsets, cross-complaints, claims or demands of any kind or nature whatsoever that can be asserted to seek affirmative relief or damages of any kind or nature from either Agent or any Lender, and to the extent they may have any such defenses, counterclaims, offsets, cross-complaints, claims or demands, the same are hereby waived. Each of the Borrower, the other Loan Parties, and their Affiliates on behalf of themselves and their Related Parties hereby voluntarily and knowingly releases and forever discharges either Agent, the Lenders and each Agent's and each Lender's predecessors, agents, employees, successors and assigns (collectively, the "Releasees"), from any and all possible claims, demands, actions, causes of action, damages, costs, or expenses, and liabilities whatsoever (collectively, "Claims or Losses"), of every kind, nature and character whatsoever, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent, or conditional, at law or in equity, originating in whole or in part on or before the date this letter is fully executed, in each case, arising out of or in connection with the Credit Agreement and the other Loan Documents, which any of the Borrower, the other Loan Parties, and their Affiliates or their Related Parties may now or hereafter have against either Agent or any Lender party hereto in their capacities as such, and each Agent's or any Lender's predecessors, agents, employees, successors and assigns, if any, in their capacities as such, and irrespective of whether any such claims arise out of contract, tort, violation of law or regulations, or otherwise, including, without limitation, the exercise of any rights and remedies under the Loan Documents; provided, that no Releasee shall be released from any Claims or Losses solely to the extent such Claims or Losses are found by a final and nonappealable decision of a court of competent jurisdiction to have resulted from such Releasee's own intentional fraud, gross negligence, bad faith or willful misconduct.

Subject to the occurrence of the Effective Time, the Collateral Agent and the Administrative Agent agree, upon the reasonable request of the Borrower, at any time and from time to time (at the sole cost and expense of the Borrower), to promptly execute


and deliver all such further documents (including lien releases, Uniform Commercial Code termination statements and reconveyancing documents) and to promptly take all such action as may be reasonably necessary or appropriate in order to more effectively confirm or carry out the provisions of this letter agreement. Subject to paragraph 5, the Collateral Agent and the Administrative Agent hereby authorize its counsel, the Borrower, the Borrower's counsel or designee to (i) file the Uniform Commercial Code termination statements, attached hereto as Exhibit A, (ii) file the release of security interests in intellectual property collateral in substantially the forms attached hereto as Exhibit B and (iii) deliver the deposit account control agreement notices attached hereto as Exhibit C. Further, the Collateral Agent and the Administrative Agent each agree to promptly return all Collateral in its possession previously delivered to the Collateral Agent or the Administrative Agent by the Borrower. THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

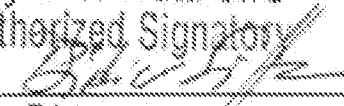
This letter agreement shall become effective only when signed by each Agent and accepted by the Borrower and the other Loan Parties in the space provided below. This letter agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this letter agreement by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Very truly yours,

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent,

By:   
Name: Bryan J. Matthews  
Title: Authorized Signatory

By:   
Name: Didier Siffer  
Title: Authorized Signatory

BANK OF AMERICA, N.A., as Collateral Agent,

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Payoff Letter]



Very truly yours,

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent,

By:

\_\_\_\_\_  
Name:

Title:

By:

\_\_\_\_\_  
Name:

Title:

BANK OF AMERICA, N.A., as Collateral Agent,

By:

  
\_\_\_\_\_  
Name:

**MATTHEW R. VAN STEENHUYSE**

Title: **SENIOR VICE PRESIDENT**

[Signature Page to Payoff Letter]

[[5268250]]

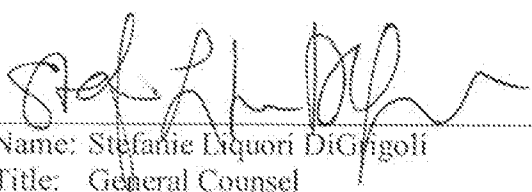
**TRADEMARK**  
**REEL: 007196 FRAME: 0205**

Accepted and Agreed to:

DELUXE ENTERTAINMENT SERVICES INC.,  
as the Borrower

By:   
Name: Stefanie Liquori DiGrigoli  
Title: General Counsel

DESG INTERMEDIATE II INC, as Holdings

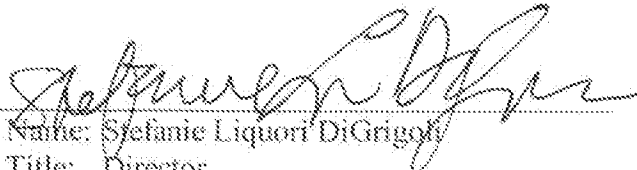
By:   
Name: Stefanie Liquori DiGrigoli  
Title: General Counsel

- BOBCO PRODUCTIONS, LLC,
- COMPANY 3 LLC,
- DELUXE 3D LLC,
- DELUXE CREATIVE SERVICES INC.,
- DELUXE (DELAWARE) CANADA HOLDINGS LLC,
- DELUXE DIGITAL CINEMA INC.,
- DELUXE ENCORE INC.,
- DELUXE INDIA HOLDINGS 1 LLC,
- DELUXE INDIA HOLDINGS 2 LLC,
- DELUXE LABORATORIES LLC,
- DELUXE MEDIA INC.,
- DELUXE SHARED SERVICES INC.,
- DELUXE ONE LLC,
- SOFTITLER NET, INC.,
- TS INTEREST HOLDCO 1 LLC,
- TS INTEREST HOLDCO 2 LLC,
- TS GP 2 LLC,
- TS US LLC,

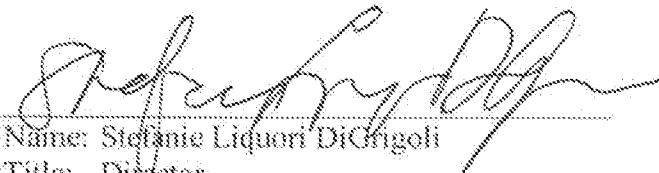
By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director/General Counsel

[Signature Page to Payoff Letter]

DELUXE UK HOLDINGS LIMITED

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director


DELUXE 142 LIMITED

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

DELUXE BROADCAST SERVICES LTD

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

DT CINEMA UK LTD

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

DT DIGITAL CINEMA LTD

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

[Signature Page to Payoff Letter]

**TRADEMARK**  
**REEL: 007196 FRAME: 0207**


THE EDITPOOL LTD

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

DELUXE MEDIA EUROPE LTD

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director


COLOR BY DELUXE LONDON LIMITED

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

RUSHES POSTPRODUCTION LIMITED

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director

DELUXE CREATIVE UK LIMITED

By:   
Name: Stefanie Liquori DiGrigoli  
Title: Director


[Signature Page to Payoff Letter]

**TRADEMARK**  
**REEL: 007196 FRAME: 0208**

Schedule and Exhibits Removed

Trademarks

Trademarks recorded under Reel/Frame 4709/0486.

<u>Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
<u>Company 3 / Method Inc.</u>		<u>10/29/1996</u>	<u>2011274</u>
<u>Company 3 / Method Inc.</u>	<u>EFILM</u>	<u>1/2/2007</u>	<u>3190410</u>
<u>Company 3 / Method Inc.</u>	<u>COLORSTREAM</u>	<u>2/23/2010</u>	<u>3752731</u>
<u>Company 3 / Method Inc.</u>	<u>COLORSTREAM</u>	<u>3/2/2010</u>	<u>3755182</u>

Trademarks recorded under Reel/Frame 4866/0410.

<u>Owner</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
<u>Company 3 / Method Inc.</u>	<u>MOBILABS</u>	<u>1/8/2013</u>	<u>4273492</u>