CH \$140.00 2939762

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM686041

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Governor and Company of the Bank of Ireland		11/04/2021	Limited Liability Company: IRELAND

RECEIVING PARTY DATA

Name:	Rain Agency, Inc. (fka Respond2 Communications, Inc.)		
Street Address:	333 NW Park Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97208		
Entity Type:	Corporation: DELAWARE		
Name:	Rain Agency, LLC (fka CMedia Services LLC)		
Street Address:	1441 Franklin Street		
Internal Address:	Suite 400		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Respond 2 Entertainment, LLC		
Street Address:	333 NW Park Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97208		
Entity Type:	Limited Liability Company: NEVADA		
Name:	Rain Unlimited, LLC (fka Respond 2 LLC)		
Street Address:	333 NW Park Avenue		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97208		
Entity Type:	Limited Liability Company: OREGON		

PROPERTY NUMBERS Total: 5

TRADEMARK REEL: 007486 FRAME: 0963

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Property Type	Number	Word Mark
Registration Number:	2939762	CMEDIA
Registration Number:	2772764	THE ULTIMATE COLLECTION
Registration Number:	2945925	RESPOND2
Registration Number:	3839801	R2C GROUP
Registration Number:	3762360	R2C GROUP

CORRESPONDENCE DATA

Fax Number: 8883259116

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: 4012749200

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza
Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	1452739.00001
NAME OF SUBMITTER:	Jessica Davis
SIGNATURE:	/JDavis/
DATE SIGNED:	11/05/2021

Total Attachments: 3

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TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "<u>Termination</u>"), dated as of November 4, 2021, is made by the Governor and Company of the Bank of Ireland, in its capacity as the collateral agent (the "<u>Collateral Agent</u>") in favor of Rain Agency, Inc. (f/k/a Respond2 Communications, Inc.), Rain Agency, LLC (f/k/a CMedia Services LLC), Respond 2 Entertainment, LLC and Rain Unlimited, LLC (f/k/a Respond 2 LLC) (collectively, the "<u>Grantors</u>"). Capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (defined below).

WHEREAS, each Grantor has granted to the Collateral Agent a security interest in and to all of such Grantor's Intellectual Property Collateral (as defined in the Intellectual Property Security Agreement) pursuant to that certain Intellectual Property Security Agreement, dated as of May 15, 2013, by Grantors, in favor of the Collateral Agent (the "Intellectual Property Security Agreement");

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in the Intellectual Property Collateral.

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

- (a) terminates, relinquishes, releases and discharges all liens and security interests granted to the Collateral Agent in the Intellectual Property Collateral;
- (b) reassigns, transfers, and conveys to the applicable Grantor any and all right, title and interest of any nature whatsoever which it may hold in or to the Intellectual Property Collateral;
- (c) terminates and cancels the Intellectual Property Security Agreement; and
- (d) agrees that it shall, at any Grantor's sole cost and expense, execute all other documents and do all other acts in writing reasonably requested by any Grantor and reasonably necessary to relinquish, confirm, effectuate or record this Termination and hereby authorizes each Grantor or its designee to record with the USPTO this Termination.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY - Page 1

IN WITNESS WHEREOF, the undersigned has caused this Termination to be duly executed as of the date first set forth above.

COLLATERAL AGENT:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent

Ву:

Name: Suzanne Lupinetti

Title: Vice President

By: ____Rughtg:

Name: Russ Brightly

Title: <u>Director</u>

TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY – Page 2

SCHEDULE A

1. Copyrights

Grantor	Copyrights	Registration Date	Status	Registration No.
Cmedia Services	Tracker Software	12/1/99	Registered	Txu997338
LLC				

2. Trademarks

RECORDED: 11/08/2021

Grantor	Trademarks	Registration Date	Status	Serial No.
Cmedia Services	"Cmedia"	4/12/05	Registered	2,939,762
LLC				
Respond 2	"The Ultimate	10/7/03	Registered	2,772,764
Entertainment,	Collection"			
LLC				
Respond 2 LLC	"Respond2"	5/3/05	Registered	2,945,925
Respond2	"R2C GROUP"	8/31/10	Registered	3,839,801
Communications,				
Inc.				
Respond2	R2C Group Logo	3/23/10	Registered	3,762,360
Communications,				
Inc.				

TERMINATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY – Page 3

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