

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yucaipa Corporate Initiatives Fund II, LLC		12/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Aspire Channel, LLC		
Street Address:	2077 Convention Center Concourse		
Internal Address:	Suite 100		
City:	College Park		
State/Country:	GEORGIA		
Postal Code:	30337		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4314446	ASPIRE	
Registration Number:	4314447	ASPIRE	
Registration Number:	5371414	ASPIRE	
Registration Number:	5468376	BUTTER AND BROWN	
Registration Number:	5122847	COMIC EDGE	
Registration Number:	4404164	EXHALE	
Registration Number:	4422719	GET LIFTED	
Registration Number:	5262749	THE GRADUATES	
Registration Number:	5189896	MAGIC IN THE MAKING	
Registration Number:	4419451	NOW/NEXT MUSIC	
Registration Number:	4417736	ON THE REEL	
Registration Number:	5601924	SEE YOURSELF HERE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
TRADEMARK			

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Correspondent Name: Laura M. Franco, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco/ mp

DATE SIGNED: 12/03/2021

Total Attachments: 4

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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Termination and Release") made as of December 2, 2021, by YUCAIPA CORPORATE INITIATIVES FUND II, LLC, in its capacity as collateral agent acting for the benefit of the Aspire Creditors (as defined in the Subordinated Payment Agreement referred to below) (in such capacity, the "Collateral Agent") to ASPIRE CHANNEL, LLC, a Delaware limited liability company (the "Grantor"). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Subordinated Payment Agreement or other Aspire Credit Documents.

WITNESSETH:

WHEREAS, pursuant to that certain (A) Secured Subordinated Payment Agreement, dated as of October 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Subordinated Payment Agreement") among the Grantor, Yucaipa Corporate Initiatives Fund II, L.P., a Delaware limited partnership ("YCI II"), Yucaipa Faith Media, Inc., a Delaware corporation ("YFM"), and The June Bug Lifetime Trust ("JB Trust"), and together with YCI II and YFM, collectively, the "Aspire Creditors"), and Collateral Agent; (B) Security Pledge Agreement, dated as of October 9, 2019 (the "Security Agreement") executed by the Grantor and certain other affiliates of Grantor in favor of the Collateral Agent; and (C) Grant of Security Interest in Trademark Rights, dated as of October 9, 2019, by the Grantor in favor of the Collateral Agent (the "Trademark Security Agreement"), the Grantor granted to the Collateral Agent, for the benefit of the Aspire Creditors, a lien on and security interest in and to all of its right, title and interest in, among other things, (i) the Trademarks of the Grantor listed on Schedule A attached to the Trademark Security Agreement; (ii) all goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the Trademarks listed on Schedule A to the Trademark Security Agreement (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel 6768, Frame 0675 on October 10, 2019;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Collateral Agent, for the benefit of the Aspire Creditors, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the Trademarks listed on Schedule I attached hereto.
2. The Collateral Agent hereby agrees, at the expense of the Grantor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents

necessary or reasonably requested by the Grantor to effectuate, record or evidence the release of the Collateral Agent's security interest in the Trademark Collateral.

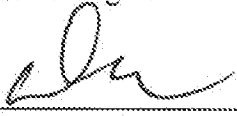
3. The Collateral Agent authorizes each of the Grantors to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

[no further text on this page; signatures follow]

IN WITNESS WHEREOF, Collateral Agent, for the benefit of the Aspire Creditors, has caused this Termination and Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

YUCAIPA CORPORATE INITIATIVES FUND II, LLC,
as Collateral Agent


By:  _____

Name: Daniel Larsen

Title: Assistant Vice President & Secretary

SCHEDULE I

U.S. Trademarks

U.S. Trademarks				
Jurisdiction	Mark	Mark Type	Serial/Registration No.	Registration Date
United States	*Aspire (stylized)  (Class 38)	Design Mark	Reg. No. 4314446	April 2, 2013
United States	*Aspire (stylized)  (Class 41)	Design Mark	Reg. No. 4314447	April 2, 2013
United States	Aspire  (Class 38, 41)	Design Mark	Reg. No. 5371414	January 2, 2018
United States	Butter and Brown (Class 41)	Standard Character Mark	Reg. No. 5468376	May 15, 2018
United States	Comic Edge (Class 41)	Standard Character Mark	Reg. No. 5122847	January 17, 2017
United States	Exhale (Class 41)	Standard Character Mark	Reg. No. 4404164	September 17, 2013
United States	*Get Lifted (Class 41)	Standard Character Mark	Reg. No. 4422719	October 22, 2013
United States	The Graduates (Class 41)	Standard Character Mark	Reg. No. 5262749	August 8, 2017
United States	Magic in the Making (Class 41)	Standard Character Mark	Reg. No. 5189896	April 25, 2017
United States	*Now/Next Music (Class 41)	Standard Character Mark	Reg. No. 4419451	October 15, 2013
United States	*On the Reel (Class 41)	Standard Character Mark	Reg. No. 4417736	October 15, 2013
United States	See Yourself Here (Class 38)	Standard Character Mark	Reg. No. 5601924	November 6, 2018