

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM695343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK RELEASE AND REASSIGNMENT (SECOND LIEN)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEWSTONE CAPITAL PARTNERS, LLC, as Agent		12/15/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PARAGON FILMS, INC.		
<b>Street Address:</b>	3500 West Tacoma		
<b>City:</b>	Broken Arrow		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74012		
<b>Entity Type:</b>	Corporation: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5657263		
<b>Registration Number:</b>	5657251	PARAGON FILMS	
<b>Registration Number:</b>	5587881	PARAGON FILMS DESTINATION SECURED	
<b>Registration Number:</b>	5496571	PARAGON FILMS	
<b>Registration Number:</b>	5657252	DESTINATION SECURED	
<b>Registration Number:</b>	4614558	CREATE. CONNECT. INSPIRE.	
<b>Registration Number:</b>	4388240	PARAGONU	
<b>Registration Number:</b>	4388241	U	
<b>Registration Number:</b>	4388239	PARAGON FILMS FOR CHRIST CHARITABLE TRUS	
<b>Registration Number:</b>	4391531		
<b>Registration Number:</b>	4463700	COLD FORCE MACHINE FILM	
<b>Registration Number:</b>	4475853	FORCE V MACHINE FILM	
<b>Registration Number:</b>	4475854	GLOBAL FORCE MACHINE FILM	
<b>Registration Number:</b>	4475855	NEXUS MACHINE FILM	
<b>Registration Number:</b>	4475856	SPARTAN HANDFILM	
<b>Registration Number:</b>	4475858	TORQUE MACHINE FILM	
<b>Registration Number:</b>	4467385	TORQUE HANDFILM	
<b>Registration Number:</b>	4463701	ULTIMATE FORCE MACHINE FILM	

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Property Type	Number	Word Mark
Registration Number:	4231033	M80
Registration Number:	3945654	COLD FORCE
Registration Number:	4400416	NEXUS
Registration Number:	3715045	POWER FORCE
Registration Number:	3714960	GLOBAL FORCE
Registration Number:	3718149	TORQUE
Registration Number:	3714913	FORCE FILMS
Registration Number:	3714916	FORCE V
Registration Number:	3624147	SPARTAN
Registration Number:	3062712	ULTIMATE FORCE
Registration Number:	2567767	EDGE STRETCH FILM
Registration Number:	2742225	EDGE STRETCH FILM
Registration Number:	2660963	GLOBAL WRAP
Registration Number:	1609053	
Registration Number:	1598570	PARAGON
Registration Number:	1598571	FORCE

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1551625 TM 2L Rel
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	12/16/2021

#### Total Attachments: 8

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**TRADEMARK RELEASE AND REASSIGNMENT (SECOND LIEN)**

THIS TRADEMARK RELEASE AND REASSIGNMENT (SECOND LIEN) is made as of December 15, 2021 (this “Second Lien Trademark Release”), by NEWSTONE CAPITAL PARTNERS, LLC, in its capacity as Agent under the Second Lien Trademark Security Agreement referred to below (in such capacity, the “Agent”), in favor of PARAGON FILMS, INC. (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Second Lien Trademark Security Agreement (whether directly or by reference to another agreement or document).

**W I T N E S S E T H:**

WHEREAS, Grantor and the Agent were parties to that certain Trademark Security Agreement (Second Lien), dated as of March 29, 2019 (the “Second Lien Trademark Security Agreement”), pursuant to which Grantor mortgaged, pledged and granted to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) (subject to certain exclusions more particularly described therein) as security for certain obligations owing by Grantor to Agent and the other Secured Parties;

WHEREAS, the Second Lien Trademark Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on April 3, 2019 at Reel 6608, Frame 0552; and

WHEREAS, Grantor has requested that the Agent execute this Second Lien Trademark Release to evidence the release of its security interest in the Trademark Collateral and the reassignment of any and all rights the Agent may have in the same to Grantor.

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

1. The Agent hereby releases, terminates and discharges its security interest in and to all of Grantor’s right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. The Agent hereby reassigns and conveys to Grantor, without any representation, recourse or undertaking by the Agent, any and all of Agent’s right, title and interest in and to the Trademark Collateral.

3. This Second Lien Trademark Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. Delivery of an executed counterpart of a signature page of this Second Lien Trademark Release by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Release.

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

IN WITNESS WHEREOF, the Agent has caused this Second Lien Trademark Release to be executed as of the day and year first above written.

NEWSTONE CAPITAL PARTNERS, LLC,  
as Agent





By: 






Name: John C. Rocchio

Title: Managing Director

**SCHEDULE A**

**Trademark Registrations and Applications**

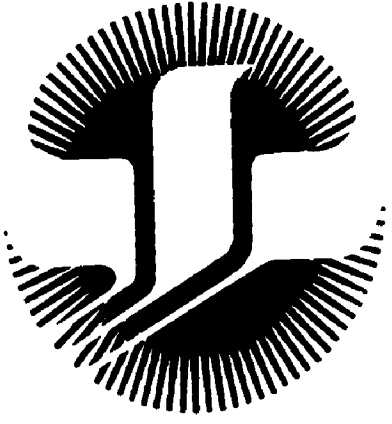
Mark	Application No.	Application Date	Registration No.	Registration Date
	87667608	11/1/17	5657263	1/15/19
PARAGON FILMS & Design 	87665898	10/31/17	5657251	1/15/19
PARAGON FILMS DESTINATION SECURED & Design 	87665900	10/31/17	5587881	10/16/18
PARAGON FILMS	87665895	10/31/17	5496571	6/19/18
DESTINATION SECURED	87665907	10/31/17	5657252	1/15/19
CREATE. CONNECT. INSPIRE.	85886285	3/26/13	4614558	9/30/14
PARAGONU	85880901	3/20/13	4388240	8/20/13
U & Design 	85880918	3/20/13	4388241	8/20/13

Mark	Application No.	Application Date	Registration No.	Registration Date
<b>PARAGON FILMS FOR CHRIST CHARITABLE TRUST &amp; Design</b>   <b>PARAGON FILMS</b> <i>The Christ Charitable Trust</i>	85880354	3/19/13	4388239	8/20/13
	85816987	1/7/13	4391531	8/27/13
<b>COLD FORCE MACHINE FILM &amp; Design</b>  	85721011	9/5/12	4463700	1/7/14
<b>FORCE V MACHINE FILM &amp; Design</b>  	85721044	9/5/12	4475853	1/28/14
<b>GLOBAL FORCE MACHINE FILM&amp; Design</b>  	85721060	9/5/12	4475854	1/28/14

Mark	Application No.	Application Date	Registration No.	Registration Date
<p><b>NEXUS MACHINE FILM &amp; Design</b></p> 	85721085	9/5/12	4475855	1/28/14
<p><b>SPARTAN HANDFILM &amp; Design</b></p> 	85721122	9/5/12	4475856	1/28/14
<p><b>TORQUE MACHINE FILM &amp; Design</b></p> 	85721152	9/5/12	4475858	1/28/14
<p><b>TORQUE HANDFILM &amp; Design</b></p> 	85721188	9/5/12	4467385	1/14/14
<p><b>ULTIMATE FORCE MACHINE FILM &amp; Design</b></p> 	85721217	9/5/12	4463701	1/7/14



Mark	Application No.	Application Date	Registration No.	Registration Date
	85383108	7/28/11	4231033	10/23/12
COLD FORCE	77917078	1/21/10	3945654	4/12/11
NEXUS	77907576	1/8/10	4400416	9/10/13
POWER FORCE	77725745	4/30/09	3715045	11/24/09
GLOBAL FORCE	77724838	4/29/09	3714960	11/24/09
TORQUE	77724226	4/28/09	3718149	12/1/09
FORCE FILMS	77724255	4/28/09	3714913	11/24/09
FORCE V	77724278	4/28/09	3714916	11/24/09
SPARTAN	77398666	2/15/08	3624147	5/19/09
ULTIMATE FORCE	78500072	10/14/04	3062712	2/28/06
EDGE STRETCH FILM	75537053	8/17/98	2567767	5/7/02
<b>EDGE STRETCH FILM &amp; Design</b> 	75537272	8/17/98	2742225	7/29/03
GLOBAL WRAP	74590718	10/26/94	2660963	12/17/02

Mark	Application No.	Application Date	Registration No.	Registration Date
	73833275	10/23/89	1609053	8/7/90
PARAGON	73833468	10/23/89	1598570	5/29/90
FORCE	73833469	10/23/89	1598571	5/29/90