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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM705820

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital Southwest Corporation		02/01/2022	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Allover Media, LLC
Street Address:	16355 36TH AVENUE NORTH, SUITE 700
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55446
Entity Type:	Limited Liability Company: DELAWARE
Name:	Ripple Resort Media, LLC
Street Address:	16355 36TH AVENUE NORTH, SUITE 700
City:	PLYMOUTH
State/Country:	MINNESOTA
Postal Code:	55446
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3186220	ALLOVER MEDIA
Registration Number:	3106020	ALLOVER MEDIA
Registration Number:	3075800	ALLOVER MEDIA
Registration Number:	2887608	ALLOVER
Registration Number:	4072114	

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: 7043778156

Email: jcarusone@robinsonbradshaw.com

Correspondent Name: Jennifer Carusone

Address Line 1: 101 N. Tryon St. Suite 1900

TRADEMARK

REEL: 007598 FRAME: 0811

900673254

	obinson, Bradshaw & Hinson, P.A. lotte, NORTH CAROLINA 28246	
NAME OF SUBMITTER:	Jennifer Carusone	
SIGNATURE:	/Jennifer Carusone/	
DATE SIGNED:	02/01/2022	
Total Attachments: 5 source=Fidus - AOM - IP Security Agreement Termination Executed#page1.tif source=Fidus - AOM - IP Security Agreement Termination Executed#page2.tif source=Fidus - AOM - IP Security Agreement Termination Executed#page3.tif source=Fidus - AOM - IP Security Agreement Termination Executed#page4.tif source=Fidus - AOM - IP Security Agreement Termination Executed#page5.tif		

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 1, 2022 (this "<u>Termination</u>"), is made by CAPITAL SOUTHWEST CORPORATION, a Texas corporation, in its capacity as administrative agent pursuant to the Credit Agreement as defined below (in such capacity, the "<u>Agent</u>"), in favor of ALLOVER MEDIA, LLC, a Delaware limited liability company and RIPPLE RESORT MEDIA, LLC, a Delaware limited liability company (collectively, the "<u>Grantor</u>"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the IP Security Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement dated as of March 10, 2021, by and among the Grantor, each guarantor party thereto, each other borrower party thereto, the lenders from time to time party thereto (the "Lenders") and Agent, as administrative agent for the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders agreed to provide the Grantor with certain credit facilities;

WHEREAS, the Grantor, pursuant to that certain Intellectual Property Security Agreement, dated as of March 10, 2021, by the Grantor in favor of the Agent (the "IP Security Agreement"), granted to the Agent, for the benefit of the Lenders, a continuing security interest in and continuing lien on all of the Grantor's IP Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded at the United States Patent and Trademark Office on March 10, 2021, at Reel 7232, Frame No. 0363 and Reel 055557, Frame No. 0637 and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such IP Collateral, including, without limitation, the Trademarks and Trademark Licenses identified on <u>Schedule A</u> attached hereto and the Patents and Patents Licenses identified on <u>Schedule B</u> attached hereto.

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

- 1. <u>Release of Lien</u>. The Agent hereby terminates the IP Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that it has in, to and under the IP Collateral, including, without limitation, the Trademarks and Trademark Licenses identified on <u>Schedule A</u> attached hereto and the Patents and Patents Licenses identified on <u>Schedule B</u> attached hereto.
- 2. <u>Authorization to Record.</u> The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.

[AOM] Termination of Intellectual Property Security Agreement #154470309

- 3. <u>Further Assurances</u>. The Agent shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of Grantor.
- 4. <u>Governing Law</u>. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of Texas.

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

IN WITNESS WHEREOF, the Agent has caused this Termination of Intellectual Property Security Agreement to be duly executed as of the date first set forth above.

CAPITAL SOUTHWEST CORPORATION,

a Texas corporation, as Agent

By:

Name: R. Grant Eason

Its: Vice President

[Signature Page]
Termination of Intellectual Property Security Agreement

SCHEDULE A

to

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Mark	Reg. No.	Reg. Date
AllOver Media, LLC	ALLOVER MEDIA and	3186220	12/19/2006
	Design		
AllOver Media, LLC	ALLOVER MEDIA and	3106020	06/20/2006
	Design		
AllOver Media, LLC	ALLOVER MEDIA	3075800	04/04/2006
AllOver Media, LLC	ALLOVER	2887608	09/21/2004
Ripple Resort Media, LLC	Design Only	4072114	12/13/2011

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SCHEDULE B

to

TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT LICENSES

Grantor	Title	Patent No.	Issue Date
Ripple Resort	WIRELESS TAG	9984383	05/29/2018
Media, LLC	COMMUNICATION		
	APPLICATIONS FOR A		
	VENUE		
Ripple Resort	MEDIA DISPLAY SYSTEM	8782933	07/22/2014
Media, LLC	FOR SKI-LIFT CHAIR		
Ripple Resort	MEDIA DISPLAY SYSTEM	7895778	03/01/2011
Media, LLC	FOR SKI-LIFT CHAIR		
Ripple Resort	MEDIA DISPLAY SYSTEM	D547383	07/24/2007
Media, LLC	FOR SKI-LIFT CHAIR		

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RECORDED: 02/01/2022