OP \$65.00 3563669

ETAS ID: TM739251

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		06/30/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MSG Chicago, LLC		
Street Address:	2 Penn Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	3563669	THE CHICAGO THEATRE	
Registration Number:	3563671	CHICAGO THE CHICAGO THEATRE	

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:	1734972 MSG Rel
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	07/06/2022

Total Attachments: 4

source=A - To File - MSG NP - Trademark Security Release - MSG Chicago, LLC [Executed]#page2.tif source=A - To File - MSG NP - Trademark Security Release - MSG Chicago, LLC [Executed]#page3.tif

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY dated as of June 30, 2022 (this "Release"), by JPMORGAN CHASE BANK, N.A. ("JPMorgan" or the "Administrative Agent") as administrative agent in favor of MSG NATIONAL PROPERTIES, LLC, a Delaware limited liability company (the "Borrower"), and MSG CHICAGO, LLC, a Delaware limited liability company (the "Grantor").

- A. Reference is made to (i) the Credit Agreement dated as of November 12, 2020 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, MSG Entertainment Group, LLC, and the Subsidiaries of the Borrower party thereto, as Guarantors, the Administrative Agent, and each lender from time to time party thereto as Lenders, (ii) the Security Agreement dated as of November 12, 2020 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, the other grantors party thereto and the Administrative Agent, for the benefit of the Lenders and the other Secured Parties and (iii) the IP Security Agreement dated as of November 12, 2020 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "IP Security Agreement" and, together with the Security Agreement, the "Security Agreement"), made by the Grantor in favor of JPMorgan, as administrative agent for the Secured Parties.
- B. Pursuant to the Security Agreements, the Grantor granted to the Administrative Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of such Grantor in or to, among other things, the Registered IP Collateral set forth on Schedule I hereto, and pursuant to the IP Security Agreement, such security interest was recorded with the United States Patent & Trademark Office (the "USPTO") on November 18, 2020, at Reel/Frame 7110/0114.
- C. Pursuant to the Payoff Letter dated as of June 30, 2022, by and among the Borrower and the Administrative Agent, the Administrative Agent agreed to release any and all liens and security interests it may have in the Registered IP Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPMorgan, as administrative agent, on behalf of the Lenders and the other Secured Parties, does hereby state as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Security Agreements or the Credit Agreement, as applicable.

SECTION 2. <u>Release</u>. The Administrative Agent, on behalf of itself, the Lenders, the other Secured Parties, and their respective successors and assigns, does hereby terminate the IP Security Agreement, and releases, relinquishes and discharges all liens, security interests and other rights granted under the Security Agreements in or with respect to the Registered IP Collateral (including, without limitation, the Trademarks identified on

<u>Schedule I</u> hereto, and all goodwill associated therewith). Any right, title or interest granted under the Security Agreements in the Registered IP Collateral shall hereby cease and become void. This Release is made without representation or warranty by the Administrative Agent or any Lender or other Secured Party.

SECTION 3. <u>Further Assurances</u>. The Administrative Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the USPTO. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect and record the release of the security interest contemplated hereby, solely at the Borrower's cost.

SECTION 4. <u>Miscellaneous</u>. Delivery of an executed signature page of this Release by facsimile or other electronic transmission (*e.g.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Release or any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "<u>Electronic Signatures</u>" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate, or accept such contract or record.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

 $JPMORGAN\ CHASE\ BANK,\ N.A.,$

as Administrative Agent

By

Name: Anthony Galea
Title: Executive Director

SCHEDULE I

Trademarks

ENTITY	TRADEMARK	Application #	Registration #	Country	Filing Date	Registration Date
MSG Chicago, LLC	(:CHICAGO)	77464537	3563669	UNITED STATES	5/2/2008	1/20/2009
MSG Chicago, LLC	(VX ~ 14 44 00 00 00 00 00 00 00 00 00 00 00 00	77464653	3563671	UNITED STATES	5/2/2008	1/20/2009

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RECORDED: 07/06/2022