# CH \$1665.00 153728

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM784886

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.		12/22/2022	NATIONAL ASSOCIATION:

# **RECEIVING PARTY DATA**

Name:	CRESCENT FILM HOLDINGS LIMITED		
Street Address:	2nd Floor, Palm Grove House		
City:	Road Town, Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	LIMITED COMPANY: VIRGIN ISLANDS, BRITISH		
Name:	VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC.		
Street Address:	10100 Santa Monica Boulevard		
Internal Address:	Suite 200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Corporation: DELAWARE		
Name:	VILLAGE ROADSHOW MUSIC GROUP USA LLC		
Street Address:	10100 Santa Monica Boulevard		
Internal Address:	Suite 200		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CONCORD MUSIC GROUP LLC		
Street Address:	10 LEA AVENUE, SUITE 300		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	SPECIALTY RECORDS, INC.		
Street Address:	10 LEA AVENUE, SUITE 300		

TRADEMARK REEL: 007961 FRAME: 0892

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City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37210
Entity Type:	Corporation: CALIFORNIA
Name:	CONCORD MUSIC GROUP, INC
Street Address:	10 LEA AVENUE, SUITE 300
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37210
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 66**

Property Type	Number	Word Mark
Registration Number:	1537289	BLUESVILLE
Registration Number:	2148837	BLUESVILLE
Registration Number:	3276790	BREATHE
Registration Number:	2245992	CC
Registration Number:	2639102	CONCORD
Registration Number:	2270489	CONCORD CONCERTO
Registration Number:	3740510	CONCORD MUSIC GROUP
Registration Number:	2245994	CONCORD VISTA
Registration Number:	1466205	CONTEMPORARY
Registration Number:	1430992	CROSSOVER
Registration Number:	2245991	CV
Registration Number:	1916305	ENTERPRISE
Registration Number:	3052905	FFEINERY
Registration Number:	0998245	FANTASY
Registration Number:	1919476	FANTASY
Registration Number:	3052906	FEINERY
Registration Number:	1113058	GALAXY
Registration Number:	1819747	GOOD TIME JAZZ
Registration Number:	3115850	HEADS UP
Registration Number:	1746951	J.A.T.P.
Registration Number:	1694087	JAZZ
Registration Number:	3026179	JAZZ MOODS
Registration Number:	2128759	JAZZLAND
Registration Number:	2003261	KICKING MULE
Registration Number:	2758673	M MILESTONE
Registration Number:	1254431	MILESTONE

Property Type	Number	Word Mark
Registration Number:	2996468	MILESTONE
Registration Number:	1717594	ORIGINAL BLUES CLASSICS
Registration Number:	1745613	ORIGINAL JAZZ CLASSICS
Registration Number:	2246045	P
Registration Number:	1033716	PABLO
Registration Number:	1021946	PABLO
Registration Number:	3089327	PABLO
Registration Number:	3089328	PABLO
Registration Number:	1312147	PICANTE
Registration Number:	0798407	PRESTIGE
Registration Number:	1201855	PRESTIGE
Registration Number:	3089325	PRESTIGE
Registration Number:	3089326	PRESTIGE
Registration Number:	1933149	RESPECT
Registration Number:	1430081	RIVERSIDE
Serial Number:	77354115	SOULSVILLE
Serial Number:	75980632	SOULSVILLE U.S.A.
Serial Number:	74367764	SPECIALTY
Serial Number:	72309085	STAX
Serial Number:	74044301	STAX
Serial Number:	74703633	STAX
Serial Number:	74703674	STAX
Serial Number:	75421569	STAX
Serial Number:	72419377	STAX RECORDS
Serial Number:	73018658	TAKOMA
Serial Number:	76639945	TAKOMA
Serial Number:	73813219	TELARC
Serial Number:	73813287	TELARC DIGITAL
Serial Number:	74636870	THAT'S WHAT SHE SAID
Serial Number:	76155166	THAT'S WHAT SHE SAID
Serial Number:	75021367	TRU SOUND
Serial Number:	74723731	TRUTH
Serial Number:	72309084	VOLT
Serial Number:	74457505	VOLT
Serial Number:	74601909	WE PRODUCE
Serial Number:	72431658	
Serial Number:	73617106	
Serial Number:	74279380	

Property Type	Number	Word Mark
Serial Number:	74577277	
Serial Number:	76310224	

### **CORRESPONDENCE DATA**

**Fax Number:** 2027995000

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:** 2027994000

**Email:** dctrademarks@us.dlapiper.com

Correspondent Name: Ann K. Ford
Address Line 1: 500 8th St. NW
Address Line 2: DLA Piper LLP (US)
Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Baris Tezgel
SIGNATURE:	/Baris Tezgel/
DATE SIGNED:	02/06/2023

### **Total Attachments: 12**

source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page1.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page2.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page3.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page4.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page5.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page6.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page7.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page8.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page9.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page10.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page11.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page11.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page11.tif source=Concord Pre-2015 Release\_of\_2008\_05\_15\_TSA\_(RF 3782-0625) (Fully-Executed)#page11.tif

# **NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") is made as of December 22, 2022, by JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), in favor of CRESCENT FILM HOLDINGS LIMITED, a company organized in the British Virgin Islands ("CFH"), VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC., a corporation of Delaware ("VREGU"), VILLAGE ROADSHOW MUSIC GROUP USA LLC, a limited liability company of Delaware ("VRMGUL"), CONCORD MUSIC GROUP LLC, a limited liability company of Delaware ("CMGL"), SPECIALTY RECORDS, INC., a corporation of California ("Specialty"), and CONCORD MUSIC GROUP, INC, a corporation of Delaware ("CMGI" and, together with CFH, VREGU, VRMGUL, CMGL, and Specialty, the "Grantors" and each a "Grantor").

### WITNESSETH:

WHEREAS, pursuant to (i) that certain Credit, Security, Pledge and Guaranty Agreement, dated as of February 7, 2008 (as amended and restated by Amendment No. 1 dated as of May 15, 2008, and as the same may have been further amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Administrative Agent, each of the financial institutions from time to time a party thereto (the "Lenders"), CFH and VREGU as borrowers, and each of the other guarantors party thereto and (ii) that certain Amended and Restated Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of May 15, 2008 (the "Trademark Security Agreement"), between and among the Grantors, the Administrative Agent, and the other party thereto, the Grantors granted to the Administrative Agent (for the benefit of the Administrative Agent, Lenders, and Issuing Bank), a continuing first and second priority security interest (the "Security Interest") in and to all of such Grantor's right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement), then owned, then existing or thereafter arising, adopted or acquired and whether or not in possession of such Grantor, including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any, to secure the due and punctual payment of the Obligations, or the obligations under and in connection with the guaranty of the Obligations, as the case may be, subject only to Permitted Encumbrances;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 23, 2008 at Reel 3782, Frame 0625; and

WHEREAS, the Grantors have requested and the Administrative Agent has agreed to release its Security Interest in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on <u>Schedule 1</u> attached hereto and the Trademark licenses listed on <u>Schedule 2</u> attached hereto, if any.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent does hereby, on behalf of itself and the Lenders, agree as follows:

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- 1. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement or the Credit Agreement, as applicable.
- 2. <u>Release</u>. The Administrative Agent, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral arising under the Trademark Security Agreement and the Credit Agreement, including, without limitation, the Trademarks listed on <u>Schedule 1</u> attached hereto and the Trademark licenses listed on <u>Schedule 2</u> attached hereto, if any, and any right, title or interest of the Administrative Agent in the Trademark Collateral, including, without limitation, the Trademarks listed on <u>Schedule 1</u> attached hereto and the Trademark licenses listed on <u>Schedule 2</u> attached hereto, if any, arising under the Trademark Security Agreement or the Credit Agreement, as applicable, shall hereby cease and become void. The Administrative Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.
- 3. <u>Recordation</u>. The Administrative Agent, at the Grantors' sole cost and expense, hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.
- 4. <u>Governing Law.</u> THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as

Administrative Assent

By:

Name: Peter Christensen
Title: Executive Director

[SIGNATURE PAGE TO NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS]

# Schedule 1

# U.S. TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
BLUESVILLE	73751394	September 12, 1988	1537289	May 2, 1989
BLUESVILLE and Design	75182186	October 15, 1996	2148837	April 7, 1998
Bhewille				
BREATHE	78608917	April 14, 2005	3276790	August 7, 2007
CC and Design	75453563	March 20, 1998	2245992	May 18, 1999
9:0				
CONCORD	76310223	September 10, 2001	2639102	October 22, 2002
CONCORD CONCERTO	75453645	March 20, 1998	2270489	August 17, 1999
CONCORD MUSIC GROUP and Design	77346258	December 6, 2007	3740510	January 19, 2010
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CONCORD VISTA	75453646	March 20, 1998	2245994	May 18, 1999
CONTEMPORARY	73609639	July 15, 1986	1466205	November 24, 1987
CROSSOVER	73613361	August 6, 1986	1430992	March 3, 1987

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Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CV and Design	75453562	March 20, 1998	2245991	May 18, 1999
ENTERPRISE	74577280	September 23, 1994	1916305	September 5, 1995
F FEINERY and Design	76631086	February 11, 2005	3052905	January 31, 2006
FANTASY	72431479	August 2, 1972	0998245	November 12, 1974
FANTASY and Design	74577680	September 23, 1994	1919476	September 19, 1995
**************************************				
FEINERY	76631087	February 11, 2005	3052906	January 31, 2006
GALAXY	73159442	February 21, 1978	1113058	February 13, 1979
GOOD TIME JAZZ	74375415	April 5, 1993	1819747	February 8, 1994
HEADS UP	76643074	July 18, 2005	3115850	July 18, 2006

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
J.A.T.P.	74278614	May 26, 1992	1746951	January 19, 1993
JAZZ (Stylized)	74100255	September 26, 1990	1694087	June 16, 1992
JAZZ				
JAZZ MOODS	76620355	November 12, 2004	3026179	December 13, 2005
JAZZLAND	75217456	December 23, 1996	2128759	January 13, 1998
KICKING MULE	75021368	November 17, 1995	2003261	September 24, 1996
M MILESTONE and Design	76465211	November 7, 2002	2758673	September 2, 2003
MILESTONE and Design	73381009	August 20, 1982	1254431	October 18, 1983
MILESTONE	76563215	November 20, 2003	2996468	September 20, 2005
ORIGINAL BLUES CLASSICS and Design	74094763	September 4, 1990	1717594	September 22, 1992

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ORIGINAL JAZZ CLASSICS and Design	74235154	January 6, 1992	1745613	January 12, 1993
THE STATE OF THE S				
P and Design	75458574	March 27, 1998	2246045	May 18, 1999
PABLO and Design	73046211	March 10, 1975	1033716	February 17, 1976
PABLO	73037430	November 18, 1974	1021946	October 7, 1975
PABLO and Design	76639948	June 2, 2005	3089327	May 9, 2006
PABLO	76639949	June 2, 2005	3089328	May 9, 2006
PICANTE	73457694	December 19, 1983	1312147	January 1, 1985

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
PRESTIGE and Design	72209109	December 30, 1964	0798407	November 2, 1965
PARTICE.				
PRESTIGE	73295519	February 3, 1981	1201855	July 20, 1982
PRESTIGE and Design	76639946	June 2, 2005	3089325	May 9, 2006
PRESTIGE	76639947	June 2, 2005	3089326	May 9, 2006
RESPECT	74601862	November 22, 1994	1933149	November 7, 1995
RIVERSIDE	73609638	July 15, 1986	1430081	February 24, 1987
SOULSVILLE	77354115	December 17, 2007		
SOULSVILLE U.S.A.	75980632	November 9, 1999	2882007	September 7, 2004
SPECIALTY and Design	74367764	March 15, 1993	1813531	December 28, 1993
STAX	72309085	October 7, 1968	0868198	April 15, 1969
STAX and Design	74044301	March 30, 1990	1662239	October 29, 1991

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
6-2.				
STAX and Design	74703633	July 20, 1995	2141700	March 10, 1998
STAX and Design	74703674	July 20, 1995	2141701	March 10, 1998
STAX	75421569	January 22, 1998	2908873	December 7, 2004
STAX RECORDS and Design	72419377	March 24, 1972	0971347	October 23, 1973
Ğ				
TAKOMA	73018658	April 12, 1974	1022529	October 14, 1975
TAKOMA	76639945	June 2, 2005	3089324	May 9, 2006
TELARC	73813219	July 18, 1989	1583495	February 20, 1990
TELARC DIGITAL and Design	73813287	July 18, 1989	1584463	February 27, 1990
TELARC				

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
THAT'S WHAT SHE SAID and Design	74636870	February 15, 1995	1954782	February 6, 1996
THAT'S WHAT SHE SAID	76155166	October 27, 2000	2536062	February 5, 2002
TRU SOUND	75021367	November 17, 1995	2000125	September 10, 1996
TRUTH	74723731	September 1, 1995	2035090	February 4, 1997
VOLT	72309084	October 7, 1968	0868197	April 15, 1969
VOLT and Design	74457505	November 12, 1993	1881940	March 7, 1995
WE PRODUCE	74601909	November 22, 1994	1933150	November 7, 1995
Design Only	72431658	August 3, 1972	0996463	October 22, 1974
Design Only	73617106	August 28, 1986	1465228	November 17, 1987

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Design Only	74279380	May 29, 1992	1748291	January 26, 1993
Design Only	74577277	September 23, 1994	1916304	September 5, 1995
Design Only	76310224	September 10, 2001	2671523	January 7, 2003

# Schedule 2

# TRADEMARK LICENSES

None

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> TRADEMARK REEL: 007961 FRAME: 0907

**RECORDED: 02/06/2023**