

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC		04/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Destination Media, Inc.		
Street Address:	1201 Woodward Avenue		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4699709	B	
Registration Number:	4699704	B	
Registration Number:	4290196	DRIVING CONSUMERS	
Registration Number:	3645239	GAS STATION TV	
Registration Number:	3321141	GSTV	
Registration Number:	3504170	GSTV	
Registration Number:	3507606	GSTV	
Registration Number:	3675032	GSTV GAS STATION TV	
Registration Number:	3300748		
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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$240.00 4699709

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	04/07/2023
Total Attachments: 4 source=Monroe_GSTV - Trademark Security Agreement Release (Executed)#page1.tif source=Monroe_GSTV - Trademark Security Agreement Release (Executed)#page2.tif source=Monroe_GSTV - Trademark Security Agreement Release (Executed)#page3.tif source=Monroe_GSTV - Trademark Security Agreement Release (Executed)#page4.tif	

RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (this “Release”) is dated as of April 7, 2023, with reference to (i) that certain Trademark Security Agreement (the “Trademark Security Agreement”), by and among **DESTINATION MEDIA, INC.**, a Delaware corporation (“Grantor”) and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as administrative agent for the Lenders under the below defined Credit Agreement (in such capacity, together with its successors and assigns, if any, in such capacity, “Administrative Agent”), (ii) that certain Credit Agreement, dated as of April 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among DMI Holdings, LLC, a Delaware limited liability company, the Grantor, each of the Domestic Subsidiaries of the Grantor party thereto, the financial institutions from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “Lender”), and Administrative Agent, and (iii) that certain Guaranty and Collateral Agreement, dated as of April 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Guaranty”), by and among the Grantor and the other entities party thereto as Grantors (as defined therein), in favor of Administrative Agent, as administrative agent for itself, all the Lenders party to the Credit Agreement and the other holders of Secured Obligations (as defined therein). Capitalized terms used herein but not otherwise defined in this Release have the respective meanings assigned to such terms in the Trademark Security Agreement.

WHEREAS, pursuant to the Guaranty, the Grantors were required to execute and deliver to Administrative Agent the Trademark Security Agreement;

WHEREAS, the Grantors have executed and delivered to Administrative Agent, for the benefit of itself, all the Lenders and the other holders of Secured Obligations (as defined in the Guaranty), the Trademark Security Agreement, pursuant to which each Grantor has granted to Administrative Agent a security interest in, all right, title, or interest in the Trademark Collateral (as defined therein), including, without limitation, the Trademarks listed on Schedule I attached hereto to secure the payment and performance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 7, 2017 at Reel/Frame No.: 6030/0202 and granted a security interest in the Trademark Collateral (such term, as used herein, as defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule I attached hereto;

WHEREAS, Administrative Agent desires to release and terminate its security interest in the Trademark Collateral, including, without limitation, the Trademarks identified on Schedule I attached hereto;

WHEREAS, the Grantors desire to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, Administrative Agent hereby terminates, releases, and discharges fully, the security interest in and lien on the Trademark Collateral (including, without limitation, the Trademarks listed on Schedule I attached hereto) as granted pursuant to the

Trademark Security Agreement and any rights Administrative Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Administrative Agent in the Trademark Collateral shall hereby cease and become void. Administrative Agent hereby transfers, re-conveys and re-assigns to the recorded owner, as applicable, any and all right, title and interest in and to the Trademark Collateral as granted pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized by and associated with the Trademark Collateral, including all common law rights and trademark registrations for the Trademark Collateral, all rights to income, royalties, and license fees deriving from the Trademark Collateral, all claims for damages by reason of past, present and future infringements of the Trademark Collateral and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted.

Effective immediately as of the date hereof, Administrative Agent hereby authorizes the Grantors or their designees to file, or cause to be filed this Release with the United States Patent and Trademark Office.

Administrative Agent hereby agrees, at the sole expense of the Grantors, to take such further actions and to execute such further documents as the Grantors may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank]






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

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: *Tyler G. Moynihan*
Name: Tyler G. Moynihan
Title: Director

SCHEDULE I
to
RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark/Name	Status/Status Date	Reg. No.	Owner
	Registered	RN: 4699709	Destination Media, Inc.
	Registered	RN: 4699704	Destination Media, Inc.
<u>DRIVING CONSUMERS</u>	Registered	RN: 4290196	Destination Media, Inc.
<u>GAS STATION TV</u>	Registered	RN: 3645239	Destination Media, Inc.
	Registered	RN: 3321141	Destination Media, Inc.
<u>GSTV</u>	Registered	RN: 3504170	Destination Media, Inc.
	Registered	RN: 3507606	Destination Media, Inc.
	Registered	RN: 3675032	Destination Media, Inc.
	Registered	RN: 3300748	Destination Media, Inc.