# CH \$90.00 5727

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM830330 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP		08/08/2023	Limited Partnership:

#### **RECEIVING PARTY DATA**

Name:	Cadent, LLC
Street Address:	1450 Broadway
Internal Address:	Suite 502
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	5727465	
Registration Number:	5877828	CADENT
Registration Number:	6380719	ONE FOR TELEVISION

#### CORRESPONDENCE DATA

**Fax Number:** 2146614899

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:** 2149536500

Email: daltmdept@bakerbotts.com

Correspondent Name: Cecily Porterfield, Baker Botts L.L.P.

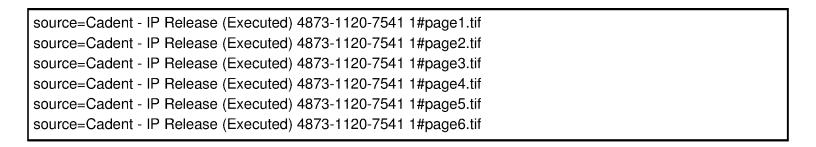
Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 900

Address Line 4: Dallas, TEXAS 75201-2900

and the same of th	ATTORNEY DOCKET NUMBER:	092718.0109
·	NAME OF SUBMITTER:	Cecily Porterfield
DATE CIONED	SIGNATURE:	/Cecily Porterfield/
DATE SIGNED:   08/08/2023	DATE SIGNED:	08/08/2023

**Total Attachments: 6** 



# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of August 8, 2023, is made by Antares Capital LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent"), in favor of the "Grantors" described on Annex I (each a "Grantor", and collectively, the "Grantors"), as follows:

#### **WITNESSETH**:

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated September 10, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"), by and among, *inter alios*, the Grantors and the other parties party thereto in favor of the Administrative Agent, and those certain agreements described on Annex I attached hereto (the "IP Security Agreements"), the Grantors granted a security interest in certain collateral in favor of the Administrative Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Administrative Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the IP Collateral described on <u>Annex II</u> attached hereto.

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 hereby agrees as follows:

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of the Grantors' right, title or interest in, or to any and all of the Trademark Collateral, Patent Collateral, and Copyright Collateral listed on <u>Annex II</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or IP Security Agreements, as applicable.
- Release of Security Interest. The Administrative Agent, without recourse, representation or warranty and at the Grantors' sole cost and expense, hereby: (i) terminates the IP Security Agreements, (ii) terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantors, and their successors and assigns, its security interest in and to the IP Collateral, and (iii) assigns, grants and conveys to the Grantors any and all of the Administrative Agent's right, title and interest in and to the IP Collateral. The Administrative Agent hereby authorizes the Grantors and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office and United States Copyright Office, at the sole expense of the Grantors, to evidence and effectuate the release and termination of the Administrative Agent's security interest in the IP Collateral.
- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.
- 4. <u>Governing Law</u>. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ANTARES CAPITAL LP,

as Administrative Agent

Name: Steven J Heise

Its: Duly Authorized Signatory

#### **ANNEX I**

Trademark Security Agreement by APEX MEDIA SALES, LLC (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Patent and Trademark Office on September 11, 2018 at Reel 6506, Frame 0425.

Trademark Security Agreement by CADENT NETWORK, LLC (f/k/a TelAmerica Media, LLC) (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Patent and Trademark Office on September 12, 2018, at Reel 6436, Frame 0141.

Trademark Security Agreement by CADENT, LLC (f/k/a Cross MediaWorks, LLC) (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Patent and Trademark Office on September 11, 2018, at Reel 6443, Frame 0327.

Trademark Security Agreement by CROSS MEDIAPRODUCTIONS, LLC (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Patent and Trademark Office on September 12, 2018, at Reel 6436, Frame 0073.

Trademark Security Agreement by CADENT, LLC (f/k/a Cross MediaWorks, LLC) (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of July 14, 2022, and recorded with the United States Patent and Trademark Office on July 14, 2022, at Reel 7788, Frame 0225.

Trademark Security Agreement by 4Info, Inc. (the "Grantor"), in favor of the Administrative Agent, dated as of February 10, 2020, and recorded by the United States Patent and Trademark Office on February 11, 2020, at Reel 6861, Frame 0741.

Patent Security Agreement by CADENT TECH, INC. (f/k/a BlackArrow, Inc.) (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Patent and Trademark Office on September 12, 2018, at Reel 046858, Frame 0478.

Patent Security Agreement by CADENT TECH, INC. (f/k/a BlackArrow, Inc.) (the "<u>Grantor</u>"), in favor the Administrative Agent, dated as of July 14, 2022, and recorded with the United States Patent and Trademark Office on July 14, 2022, at Reel 060507, Frame 0173.

Patent Security Agreement by 4INFO, INC. (the "Grantor"), in favor of the Administrative Agent, dated as of February 10, 2020, and recorded by the United States Patent and Trademark Office on February 11, 2020, at Reel 051785, Frame 0123.

Copyright Security Agreement by APEX MEDIA SALES, LLC (the "<u>Grantor</u>"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Copyright Office on September 12, 2018, at Volume 9964, Doc. No. 404.

Copyright Security Agreement by CADENT NETWORK, LLC (f/k/a TelAmerica Media, LLC) (the "Grantor"), in favor of the Administrative Agent, dated as of September 10, 2018, and recorded with the United States Copyright Office on September 12, 2018, at Volume 9964, Doc. No. 405.

Copyright Security Agreement by APEX MEDIA SALES, LLC (the "Grantor"), in favor of the Administrative Agent, dated as of July 14, 2022, and recorded with the United States Copyright Office on July 14, 2022, at Volume 15008, Doc. No. 384.

# ANNEX II

# **Trademark Registrations**

Reel 6506, Frame 0425

MARK	REGISTRATION NO.	REGISTRATION DATE
WIZEBUYS	3609806	04/21/09

#### Reel 6436, Frame 0141

MARK	REGISTRATION NO.	REGISTRATION DATE
CADENT NETWORK	5076112	
		11/8/2016
CADENT TECHNOLOGY & Design	5279344	
		09/5/2017
CADENT TECHNOLOGY & Design	5279345	
		09/5/2017
CADENT NETWORK & Design	5279322	
		09/5/2017
CADENT TECHNOLOGY	5279326	
		09/5/2017

### Reel 6443, Frame 0327

MARK	REGISTRATION NO.	REGISTRATION DATE
CROSS MEDIAWORKS	3895539	12/21/10
CROSS MEDIA WORKS	3971662	05/31/11

#### Reel 6436, Frame 0073

MARK	REGISTRATION NO.	REGISTRATION DATE
TV MEDIA INSIGHTS	4193906	08/21/12

#### Reel 7788, Frame 0225

MARK	REGISTRATION NO.	REGISTRATION DATE
Design Only	5727465	4/16/19
CADENT	5877828	10/8/19
ONE FOR TELEVISION	6380719	6/8/21

# Reel 6861, Frame 0741

MARK	REGISTRATION NO.	REGISTRATION DATE
BULLSEYE ID	4906024	2/23/16
ADHAVEN BULLSEYE	4550579	6/17/14
4INFO	4428534	11/5/13

# **Patents**

# Reel 046858, Frame 0478

TITLE	PATENT NO.	REGISTRATION DATE
Providing Content Interruptions	8578405	11/5/2013
Providing Content Interruptions	8640161	1/28/2014
Distributing Television Advertisements	6912504	6/28/2005
Over the Internet		
Providing Content Interruptions	7263714	8/28/2007
Method and Apparatus for Inserting	9137585	9/15/2015
Advertisements in Content		
Content with Advertisement Information	7519273	4/14/2009
Segment		
Ad Selection In Opt-In Media Experience	9621937	4/11/2017
Based on Multiple Group Membership and		
Participation		
Addressable Linear Digital Advertising	9674567	6/6/2017
System Utilizing CPE Splicer		

TITLE	APPLICATION NO.	APPLICATION DATE
Digital Advertising Control Module	14/105131	12/12/2012
Method and System to Secure Data Used by	14/105166	12/12/2012
a Subscriber Information Service		
Communication of Extra Information in	14/266788	4/30/2014
Compromised Globally Unique Identifier		
Selecting Supplemental Content for an Opt-	14/266803	4/30/2013
In Shared Media Experience		
System Applying Group Micro-	14/314008	6/24/2013
Transactions to Modify Ad Maps		
Ad Selection In Opt-In Media Experience	14/299355	6/9/2014
Based on Multiple Group Membership		
Ad Selection in Opt-In Media Experience	15/483991	4/10/2017
Based On Multiple Group Membership and		
Participation		
Network Based Digital Content Splicing	62/575291	10/20/2017
Systems		

# Reel 060507, Frame 0173

TITLE	PATENT NO.	REGISTRATION DATE
Extraction of Measurement Data for Third	10455267	10/22/2019
Parties from an SCTE 130-3 Based		
Development		

#### Reel 051785, Frame 0123

TITLE	PATENT NO.	APPLICATION DATE
SYSTEMS AND METHODS FOR	10419883	9/17/19
STATISTICALLY ASSOCIATING		
MOBILE DEVICES AND NON-MOBILE		
DEVICES WITH GEOGRAPHIC AREAS		
SYSTEMS AND METHODS FOR	8792909	7/29/14
STATISTICALLY ASSOCIATING		
MOBILE DEVICES TO HOUSEHOLDS		
SYSTEMS AND METHODS FOR	8880097	11/4/14
STATISTICALLY ASSOCIATING		
MOBILE DEVICES TO HOUSEHOLDS		
SYSTEMS AND METHODS FOR	8996033	3/31/15
STATISTICALLY ASSOCIATING		
MOBILE DEVICES TO HOUSEHOLDS		

TITLE	APPLICATION NO.	APPLICATION DATE
SYSTEMS AND METHODS FOR	16/551,423	7/31/18
STATISTICALLY ASSOCIATING		
MOBILE DEVICES AND NON-MOBILE		
DEVICES WITH GEOGRAPHIC AREAS		

#### **Copyrights Registrations**

Volume 9964, Doc. No. 404

TITLE	REGISTRATION NO.	REGISTRATION DATE
AVAILZ	TX0004446110	09/06/96
AVAILZ	TXu001109339	03/17/03
Apex Ministries	TXu001107935	03/17/03
Con2000	TXu001109318	03/18/03

Volume 9964, Doc. No. 405

TITLE	REGISTRATION NO.	REGISTRATION DATE
ERN Version 1.0	TXu000900009	04/26/99

Volume 15008, Doc. No. 384

TITLE	REGISTRATION NO.	REGISTRATION DATE
AVAILZ	TX0004446110	09/06/96
AVAILZ: Version 6.0	TXu001109339	03/17/03
Apex Ministries	TXu001107935	03/17/03
Con2000	TXu001109318	03/18/03

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**RECORDED: 08/08/2023**