

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Recorded at Reel/Frame 5845/0749		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., as Administrative Agent		12/01/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NOTEFLIGHT, LLC		
Street Address:	49R Day Street		
City:	Somerville		
State/Country:	MASSACHUSETTS		
Postal Code:	02144		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4624883	NOTEFLIGHT	
Registration Number:	3580175	NOTEFLIGHT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	036084-39910		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/04/2023		
Total Attachments: 5			
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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of December 1, 2023, is made by JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent for the Secured Parties (the “Administrative Agent”), in favor of NOTEFLIGHT, LLC, a Massachusetts limited liability company (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor 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 Grantor granted a security interest in certain collateral as set forth therein in favor of the Administrative Agent, including the IP Collateral set forth on Annex II attached hereto; 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 set forth on Annex II.

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. **Definitions.** The term “IP Collateral”, as used herein, shall mean all of the Grantor’s right, title or interest in, or to any and all of the Trademarks or Patents, including the properties listed on Annex II attached hereto. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or IP Security Agreements, as applicable.

2. **Release of Security Interest.** The Administrative Agent, without recourse, representation or warranty and at the Grantor’s 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 Grantor, and their successors and assigns, its security interest in and to the IP Collateral, and (iii) assigns, grants and conveys to the Grantor any and all of the Administrative Agent’s right, title and interest in and to the IP Collateral. The Administrative Agent hereby authorizes the Grantor and their successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Administrative Agent’s security interest in the IP Collateral.

3. **Further Assurances.** The Administrative Agent agrees to take all further actions, and provide to the Grantor and 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 the Grantor at Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. **Delivery by Facsimile.** 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.

5. Governing Law. 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.

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Joseph C. DiGiacinto
Name: Joseph C. DiGiacinto
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 008277 FRAME: 0856

ANNEX I

Confirmatory Grant of Security Interest in United States Trademarks by Noteflight, LLC, a Massachusetts limited liability company, in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent, dated as of August 1, 2016, and recorded with the United States Patent and Trademark Office on August 3, 2016, at Reel 5845, Frame 0749.

Confirmatory Grant of Security Interest in United States Patents by Noteflight, LLC, a Massachusetts limited liability company, in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent, dated as of August 1, 2016, and recorded with the United States Patent and Trademark Office on August 3, 2016, at Reel 039330, Frame 0414.

ANNEX II

Trademark Registrations

Reel 5845, Frame 0749

<u>Owner</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Title</u>	<u>Jurisdiction</u>
<u>Noteflight, LLC</u>	<u>October 21, 2014</u>	<u>4624883</u>	<u>NOTEFLIGHT</u>	<u>USA</u>
<u>Noteflight, LLC</u>	<u>February 24, 2009</u>	<u>3580175</u>	<u>NOTEFLIGHT</u>	<u>USA</u>

Patents

Reel 039330, Frame 0414

<u>Owner</u>	<u>Registration Date</u>	<u>Registration #</u>	<u>Title</u>	<u>Jurisdiction</u>
<u>Noteflight, LLC</u>	<u>March 5, 2013</u>	<u>8389843</u>	<u>Interactive Music Notation Layout and Editing System</u>	<u>USA</u>