

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI35201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association, as Agent		02/16/2024	Other: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Company Name:	Listen First Media, LLC		
Street Address:	381 Park Avenue South, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6161007	DAR	
Registration Number:	4893088	DER	
Registration Number:	6161008	DIGITAL AUDIENCE RATING (DAR)	
Registration Number:	5015868	DIGITAL ENGAGEMENT RATING (DER)	
Registration Number:	5034372	LISTENFIRST	
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:	8007130755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Michael Violet		
SIGNATURE:	Michael Violet		
DATE SIGNED:	02/19/2024		
Total Attachments: 5			

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of February 16, 2024 and granted by PNC Bank, National Association (the "**Agent**"), as agent for the lenders from time to time under the Loan Agreement referred to below (the "**Secured Parties**"), in favor of Listen First Media, LLC a Delaware Limited Liability Company (the "**Grantor**") and its successors, assigns, and legal representatives.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated June 9, 2021 (as amended, the "**Loan Agreement**") among the Grantor, the other borrowers from time to time party thereto, the Agent and the lenders party thereto, the Grantor[s] executed and delivered to the Agent and that certain Trademark Security Agreement by and between the Grantor and the Agent dated as of June 9, 2021 (the "**Trademark Security Agreement**" and, together with the Loan Agreement, the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to, and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel: 007323, Frame 0992 on June 11, 2021; and

WHEREAS, the Grantor has requested that the Agent enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Release of Security Interest. Agent, on behalf of itself and the Secured Parties, their successors, legal representatives, and assigns, hereby terminates the Trademark Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to, and under the following (collectively, the "**Trademark Collateral**"):

(a) all of Grantor's trademarks, trademark applications, servicemarks, trade names, mask works and associated goodwill (collectively, "**Trademarks**"), including those referred to on Schedule 1 hereto;

(b) all reissues, continuations, continuations in part, substitutes, extensions or renewals of and improvements on the foregoing;

(c) all products and proceeds of the foregoing, including all income and royalties therefrom and any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns, and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PNC Bank, National Association
as Agent

By: Marcus Davidsson
Name: Marcus Davidsson
Title: Senior Vice President

Address for Notices:

PNC Bank, National Association
301 Fayetteville Street, Suite 2100
Raleigh, NC 27601
Attention: Marcus Davidsson
Email: marcus.davidsson@pnc.com

(With a copy to (which shall not constitute
notice):

Blank Rome LLP
130 North 18th Street
Philadelphia, PA 19103
Attention: Michael Graziano, Esq.
Email: Michael.graziano@blankrome.com

SCHEDULE 1

Mark	Owner	Registration Number	Registration Date	Status
DAR	Listen First Media, LLC	6161007	09/29/2020	Registered
DER	Listen First Media, LLC	4893088	01/26/2016	Registered
Digital Audience Rating (DAR)	Listen First Media, LLC	6161008	09/29/2020	Registered
Digital Engagement Rating (DER)	Listen First Media, LLC	5015868	08/09/2016	Registered
ListenFirst	Listen First Media, LLC	5034372	9/6/2016	Registered