

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI74997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIENA LENDING GROUP LLC		02/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	WHISTLE SPORTS, INC.		
Street Address:	133 West 19th Street, 10th Floor		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Corporation: DELAWARE		
Company Name:	VERTICAL NETWORKS US LLC		
Street Address:	616 Hampton Drive		
City:	Venice		
State/Country:	CALIFORNIA		
Postal Code:	90291		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	NEW FORM DIGITAL, LLC		
Street Address:	1658 10th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	PALOMINO MEDIA GROUP, LLC		
Street Address:	1920 Cleveland Avenue, Suite B		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28203		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
Company Name:	NEW FORM PRODUCTIONS, LLC		
Street Address:	1658 10th Street		
City:	Santa Monica		

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State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5243785	BROTHER
Registration Number:	5440948	BROTHER
Registration Number:	5243784	BROTHER MEDIA
Registration Number:	5065440	W
Registration Number:	7004867	TEAM WHISTLE
Registration Number:	5116199	THEFC
Registration Number:	5074455	
Registration Number:	4702141	W THE WHISTLE
Registration Number:	4702140	WHISTLE
Registration Number:	5060641	WHISTLE SPORTS
Registration Number:	5297725	NEW FORM
Registration Number:	5848554	PALOMINO MEDIA GROUP
Registration Number:	5988041	MINDSY
Registration Number:	5525885	PHONE SWAP

CORRESPONDENCE DATA

Fax Number:

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: (202)739-5385

Email: trademarks@morganlewis.com, amy.nguyen@morganlewis.com

Correspondent Name: Rebecca McDougall

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	121736-0001
NAME OF SUBMITTER:	AMY NGUYEN
SIGNATURE:	AMY NGUYEN
DATE SIGNED:	03/19/2024

Total Attachments: 5

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**TERMINATION AND RELEASE OF THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

February 28, 2024

WHEREAS, pursuant to that certain Intellectual Property Security Agreement, dated as of December 23, 2022, recorded in (i) the United States Patent and Trademark Office in Reel 007932, Frame 0726, on December 28, 2022, and (ii) the United States Copyright Office at V15012, D240, on December 29, 2022 (the "Intellectual Property Security Agreement"), Whistle Sports, Inc., a Delaware corporation ("Whistle"), Vertical Networks US LLC, a Delaware limited liability company ("Vertical"), New Form Digital, LLC, a Delaware limited liability company ("NF Digital"), Palomino Media Group, LLC, a North Carolina limited liability company ("Palomino"), and New Form Productions, LLC, a Delaware limited liability company ("NF Productions", together with each of Whistle, Vertical, NF Digital, and Palomino, collectively, the "Grantors"), granted in favor of Siena Lending Group LLC, a Delaware limited liability company (together with its successors, participants and assigns, "Lender"), a security interest in all of the Trademarks and Copyrights (as each is defined in the Intellectual Property Security Agreement), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright (the "IP Collateral"); and

WHEREAS, the obligations of Grantors that were secured by the Intellectual Property Security Agreement have been satisfied; and

WHEREAS, Grantors have requested and Lender has agreed to provide this Termination and Release of the Intellectual Property Security Agreement to confirm the release, relinquishment and discharge of its security interest in the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing, intending to be legally bound and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lender hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement.
2. Release of Security Interest. Lender hereby (i) terminates, releases, relinquishes and discharges its security interest in the IP Collateral, including without limitation, all of Grantors' right, title and interest in and to the IP Collateral, including each trademark and copyright listed on Schedule 1 hereto, and (ii) reassigns, transfers and conveys to the Grantors any right, title and interest of Lender in the IP Collateral, in each case, without recourse or representation or warranty, express or implied, of any kind.
3. Authorization. Lender hereby authorizes Grantors or Grantors' agent to record this Termination and Release of the Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Termination and Release of the Intellectual Property Security Agreement to be duly executed as of the date first written above.

SIENA LENDING GROUP LLC

By: Baldwin Barkerding
Name: Baldwin Barkerding
Title: Authorized Signatory

By: James Persico
Name: James Persico
Title: Authorized Signatory

[Signature Page to Termination and Release of the Intellectual Property Security Agreement (Whistle)]

TRADEMARK
REEL: 008373 FRAME: 0954

SCHEDULE 1

TO TERMINATION AND RELEASE OF THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

(a) Trademarks and Trademark Licenses

Grantor: Whistle Sports, Inc.

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
BROTHER	86839482	12/04/2015	5243785	07/18/2017
BROTHER	UK00003138520	11/30/2015	UK00003138520	09/23/2016
BROTHER & Design	15347404	04/18/2016	15347404	08/25/2016
BROTHER & Design	UK00915347404	04/18/2016	UK00915347404	08/25/2016
BROTHER logo	87057920	06/02/2016	5440948	04/10/2018
BROTHER MEDIA	UK00003138524	11/30/2015	UK00003138524	09/23/2016
BROTHER MEDIA	86839443	12/04/2015	5243784	07/18/2017
BULLSEYE W Logo	86705817	07/27/2015	5065440	10/18/2016
BULLSEYE W Logo	1740002	07/31/2015	TMA994788	04/18/2018
BULLSEYE W Logo	014424238	07/29/2015	014424238	12/15/2015
BULLSEYE W Logo	UK00914424238	07/29/2015	UK00914424238	12/15/2015
BULLSEYE W Logo	97259723	02/09/2022		
TEAM WHISTLE	018745110	08/08/2022		
TEAM WHISTLE	UK00003817748	08/08/2022		
THE WHISTLE	1204777	12/18/2013	1204777	12/18/2013
THE WHISTLE	UK00801204777	12/18/2013	UK00801204777	12/18/2013
THEFC	86704325	07/24/2015	5116199	01/03/2017
THEFC	1740000	07/31/2015	TMA992585	03/16/2018
THEFC	014418206	07/28/2015	014418206	07/28/2015
THEFC	UK00914418206	07/28/2015	UK00914418206	07/28/2015
THEFC Logo	86704279	07/24/2015	5074455	11/01/2016
THEFC Logo	1739999	07/31/2015	TMA994787	04/18/2018
THEFC Logo	014418214	07/28/2015	014418214	07/28/2015
THEFC Logo	UK00914418214	07/28/2015	UK00914418214	07/28/2015

W THE WHISTLE Logo	85962963	06/18/2013	4702141	03/17/2015
WHISTLE	85962937	06/18/2013	4702140	03/17/2015
WHISTLE SPORTS	86705682	07/27/2015	5060641	10/11/2016
WHISTLE SPORTS	1740001	07/31/2015	TMAA992584	03/16/2018
WHISTLE SPORTS	014424221	07/29/2015	014424221	07/29/2015
WHISTLE SPORTS	UK00914424221	07/29/2015	UK00914424221	07/29/2015

Grantor: New Form Digital, LLC

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
NEW FORM	87093589	07/05/2016	5297725	09/26/2017

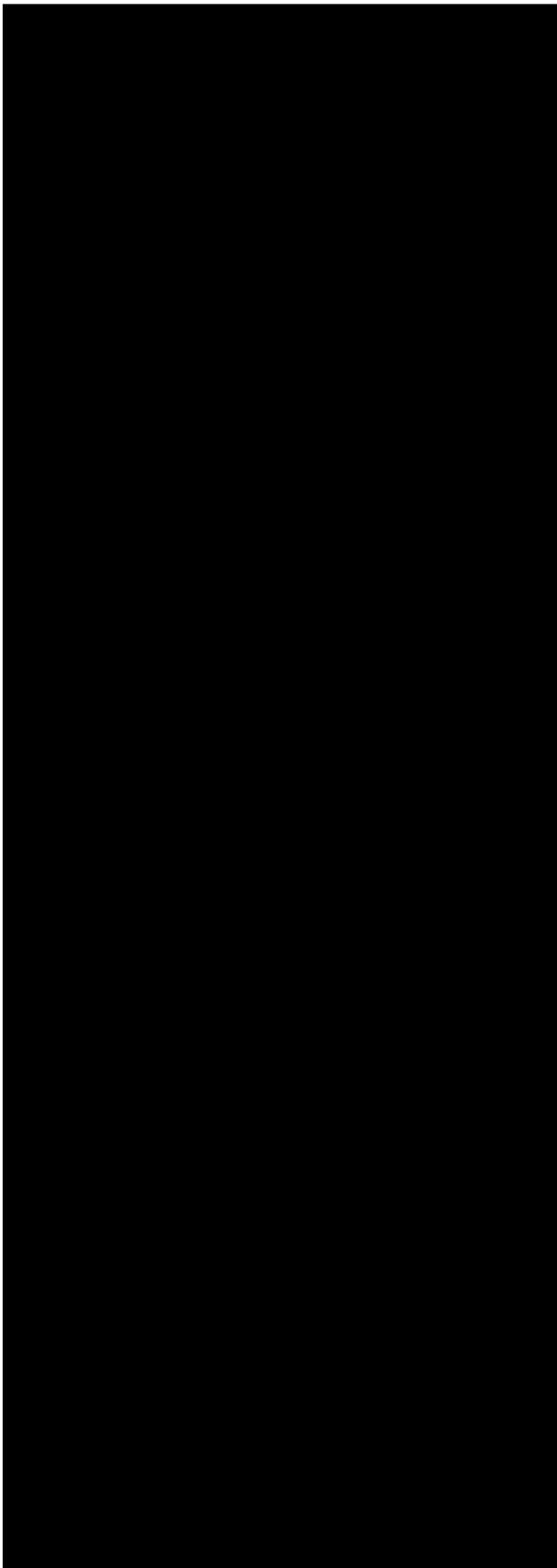
Grantor: Palomino Media Group, LLC

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
PALOMINO MEDIA GROUP	88024928	07/03/2018	5848554	09/03/2019

Grantor: Vertical Networks US LLC

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
MINDSY	88330479	03/07/2019	5988041	2/18/2020
PHONE SWAP	87446746	05/11/2017	5525885	07/24/2018
PHONE SWAP	018003607	12/21/2018	018003607	06/04/2019
PHONE SWAP	UK00918003607	12/21/2018	UK00918003607	06/04/2019
PHONE SWAP	1937560	12/20/2018	TMAA1122929	03/14/2022
PHONE SWAP	UK00003362664	12/21/2018	UK00003362664	03/15/2019

(b) Copyrights and Copyright Licenses



[Schedule 1]