

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/04/2013	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Windswept Holdings LLC		
Street Address:	9320 Wilshire Boulevard		
Internal Address:	Suite 200		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2447479	W	
Registration Number:	2443913	W WINDSWEPT	
Registration Number:	2442048	WINDSWEPT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6502130260		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(650) 812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Gail I. Nevius Abbas, Esq.		
Address Line 1:	Manatt, Phelps & Phillips, LLP		
Address Line 2:	1841 Page Mill Rd., Suite 200		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	40240-030(3131)JPM/WINDSW		

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<b>NAME OF SUBMITTER:</b>	Patricia Picou Green, Sr. Paralegal
<b>Signature:</b>	/Patricia Picou Green/
<b>Date:</b>	04/09/2013
<b>Total Attachments: 3</b> source=Termin. of Security Interest - JPM & Windswept#page1.tif source=Termin. of Security Interest - JPM & Windswept#page2.tif source=Termin. of Security Interest - JPM & Windswept#page3.tif	

## **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

This TERMINATION OF SECURITY INTEREST IN TRADEMARKS (this "Termination") is executed as of April 4, 2013 by JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") pursuant to that certain Credit and Guaranty Agreement dated as of January 11, 2010 among (i) BMG RM Germany GmbH, (ii) the Borrowers referred to therein, (iii) the Guarantors referred to therein, (iv) the Lenders named therein, (v) the Administrative Agent, and (vi) J.P. Morgan Europe Limited (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein but not defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, the Administrative Agent, the Borrower and the Guarantors entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of October 5, 2011 (the "Trademark Security Agreement"), and recorded it with the United States Patent and Trademark Office on October 31, 2011 as Reel/Frame 4652/0310;

WHEREAS, pursuant to the Trademark Security Agreement, Windswept Holdings LLC, (the "Pledgor") granted to the Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) a lien upon the Trademark Collateral (as defined in the Trademark Security Agreement) in order to secure the prompt and complete payment and performance of all Obligations arising under the Credit Agreement, including a security interest in the Trademark Collateral identified on Exhibit A attached hereto;

WHEREAS, in connection with payoff by the Pledgor under the Credit Agreement, the Trademark Security Agreement has been terminated; and

WHEREAS, the Administrative Agent has agreed to terminate all of its security interest in the Trademark Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;


The Administrative Agent (on behalf of itself, the Lenders and the Issuing Bank) hereby unconditionally releases, discharges, relinquishes and terminates any and all liens and security interests in the Trademark Collateral and hereby terminates the Trademark Security Agreement, and authorizes the recordation of this Termination with the United States Patent and Trademark Office.

To the extent that the Administrative Agent, any of the Lenders or the Issuing Bank shall be deemed to have any right, title or interest in the Trademark Collateral pursuant to the Fundamental Documents, retransfers and reassigns to the Borrower or the Guarantors (as applicable) without recourse, representation or warranty all of such right, title and interest.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Termination of Trademark Security Interest to be executed by its duly authorized officer as of the date first written above.

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

By:   
Name: Gerardo B. Lopera  
Title: Vice President

**EXHIBIT A  
SCHEDULE OF TRADEMARKS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY</b>	<b>OWNER</b>
<b>W</b>	<b>2447479</b>	<b>United States of America</b>	<b>Windswept Holdings LLC</b>
<b>W WINDSWEPT</b>	<b>2443913</b>	<b>United States of America</b>	<b>Windswept Holdings LLC</b>
<b>WINDSWEPT</b>	<b>2442048</b>	<b>United States of America</b>	<b>Windswept Holdings LLC</b>