

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Second Lien) Recorded at R003449/F0904		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/26/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Revolution Studios Distribution Company, LLC		
Street Address:	2900 Olympic Blvd.		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3084351	HELLBOY	
Registration Number:	3122482	HELLBOY	
Registration Number:	3137662	HELLBOY	
CORRESPONDENCE DATA			
Fax Number:	2149694343		
<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:	214-969-2877		
Email:	trademarkdallas@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	PO BOX 130688		
Address Line 4:	DALLAS, TEXAS 75313-0688		
ATTORNEY DOCKET NUMBER:	688584-0015		
NAME OF SUBMITTER:	Sanford E. Warren, Jr.		
SIGNATURE:	/Sanford E. Warren, Jr./		
DATE SIGNED:	07/09/2014		
Total Attachments: 3			
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**TERMINATION OF TRADEMARK SECURITY AGREEMENT
(Second Lien)**

This TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination Agreement") is effective as of June 26, 2014 and made by JPMorgan Chase Bank, N.A., as administrative agent to the Lenders defined below (the "Agent"), with reference hereby made to that certain Second Lien Credit, Security, Guaranty and Pledge Agreement, dated as of December 21, 2006 (as amended from time to time, the "Second Lien Credit Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Second Lien Credit Agreement), among Revolution Studios Distribution Company, LLC, as Borrower, the Guarantors referred to therein (together with the Borrower, collectively, the "Pledgor"), the Lenders referred to therein (the "Lenders") and the Agent.

WHEREAS, pursuant to the terms of the Second Lien Credit Agreement, the Pledgor executed and delivered to the Agent a Trademark Security Agreement, dated as of December 21, 2006 (the "Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Second Lien Credit Agreement and the Trademark Security Agreement, the Pledgors granted to the Agent (for the benefit of the Secured Parties) as security for the Obligations or its obligations under and in connection with its guaranty of the Obligations, as the case may be, a continuing security interest in all of the Pledgor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement) (the "Trademark Collateral");

WHEREAS, all Commitments under the Second Lien Credit Agreement have terminated, the Obligations due and owing under the Second Lien Credit Agreement have been indefeasibly paid in full and no outstanding Obligations remain due and owing; and

WHEREAS, the Agent intends to release and terminate the entirety of its security interest in and to the Trademark Collateral and terminate the Trademark Security Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the Agent hereby:

- a) releases, without recourse, its security interest in all of the right, title and interest of the Pledgor in and to the Trademark Collateral;
- b) to the extent the Agent shall be deemed to have any right, title or interest in or to the Trademark Collateral, retransfers and reassigns to the Pledgor, without recourse, representation or warranty, all of such right, title and interest therein;
- c) terminates the Trademark Security Agreement; and
- d) authorizes the Pledgor to record this Termination of Trademark Security Agreement with the United States Patent and Trademark Office.

This Termination Agreement shall be governed by, and construed in accordance with, the laws of the State of New York and shall relate solely to the Trademark Security Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination Agreement to be duly executed as of the date first written above.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: **Lynn M. Braun**
Title: **"Authorized Signer"**

Signature Page to Termination of Trademark Security Agreement (Second Lien)