

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		12/17/2014	COMPANY:
RECEIVING PARTY DATA			
Name:	THE MILL (FACILITY) LIMITED		
Street Address:	40-41 GREAT MARLBOROUGH STREET		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	W1F 7JQ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2958931	MILL	
Registration Number:	3016584	MILL	
Registration Number:	3079224	BEAM.TV	
Registration Number:	3076321	BEAM.TV	
Registration Number:	3063509	BEAM.TV	
Registration Number:	3063507	BEAM.TV	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<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:	202-637-5600		
Email:	stephanie.mcdonough@hoganlovells.com		
Correspondent Name:	HOGAN LOVELLS US LLP		
Address Line 1:	555 THIRTEENTH STREET N.W.		
Address Line 4:	WASHINGTON, D.C. 20004		
ATTORNEY DOCKET NUMBER:	37747-00007		
NAME OF SUBMITTER:	SCOTT HUGHES		
SIGNATURE:	/SCOTT HUGHES/		

CH \$165.00 2958931

DATE SIGNED:	01/07/2015
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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 December 17, 2014 and granted by THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (the "**Security Agent**"), an Irish Company, located at 1st Floor, 2 Burlington Plaza, Burlington Road, Dublin 4, Ireland, as collateral agent for the secured parties under the Facilities Agreement referred to below (the "**Beneficiaries**"), in favor of THE MILL (FACILITY) LIMITED, an English Company (company number 03390258) (the "**Grantor**").

WHEREAS, pursuant to the requirements of that certain £62,000,000 Senior Term and Revolving Facilities Agreement, dated as of 15 April 2011 (the "**Facilities Agreement**"), among Badger Parentco Limited (the "**Parent**"), the borrowers from time to time party thereto, the guarantors from time to time party thereto, GE Corporate Finance Bank SAS, The Governor and Company of the Bank of Ireland and Lloyds TSB Bank plc, as mandated lead arrangers, The Governor and Company of the Bank of Ireland as Agent and Security Agent, the Grantor was required to grant a security interest in certain of its assets, including but not limited to its trademarks, to the Security Agent for the benefit of the Beneficiaries as security for payment when due of all indebtedness and other obligations of the Obligor (as defined in the Facilities Agreement) under the Finance Documents (as defined in the Facilities Agreement), as described therein;

WHEREAS, the Grantor executed and delivered to the Security Agent the Trademark Security Agreement, dated as of May 6, 2011 (the "**Trademark Security Agreement**");

WHEREAS, pursuant the Trademark Security Agreement, the Grantor pledged and granted to the Security Agent for the benefit of the Beneficiaries a security interest in and to all of the right, title and interest of such Grantor in, to and under the trademarks listed on Schedule 1 attached hereto (the "**Trademark Collateral**");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 4557/0325 on June 8, 2011;

WHEREAS, the Parent and the Security Agent entered into a release agreement dated 15 December 2014 to become effective on the date hereof pursuant to which the Grantor's grant of a security interest in all Security (as defined in the Facilities Agreement) under the Security Documents (as defined in the Facilities Agreement) was released; and

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

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

1. Release of Security Interest. Security Agent, on behalf of itself and the Beneficiaries, their successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Trademark Collateral, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral. The Security Agent hereby authorizes the Grantor, or the Grantor's authorized representative, to record this Release with the United States Patent and Trademark Office.
2. Further Assurances. Security Agent agrees (at the cost of the Grantor) to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its respective agents, designees or assignees) reasonably request in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest in and to the Trademark Collateral.
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 and thereby 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).
4. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Release.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, the Security Agent and the Grantor have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

THE MILL (FACILITY) LIMITED,
as Grantor

By: M. Wolfson
Name: MICHAEL WOLFSON
Title: CFO

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Security Agent

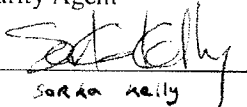

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Security Agent and the Grantor have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

THE MILL (FACILITY) LIMITED,
as Grantor

By: _____
Name:
Title:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as Security Agent

By: 	
Name: Sarah Kelly	Maeve O'Leary
Title: Manager	Manager

SCHEDULE 1

U.S. REGISTERED TRADEMARKS

Trademark	Country	Reg. No.	Filing Date	Record Owner
MILL	USA	2958931	7 June 2005	The Mill (Facility) Limited
[GRAPHIC]	USA	3016584	22 November 2005	The Mill (Facility) Limited
BEAM.TV	USA	3079224	11 April 2006	The Mill (Facility) Limited
BEAM.TV	USA	3076321	4 April 2006	The Mill (Facility) Limited
BEAM.TV	USA	3063509	28 February 2006	The Mill (Facility) Limited
BEAM.TV	USA	3063507	28 February 2006	The Mill (Facility) Limited