

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		12/16/2015	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	DREAMWORKS II DISTRIBUTION CO., LLC		
Street Address:	100 Universal City Plaza, Bldg. 5121		
City:	Universal City		
State/Country:	CALIFORNIA		
Postal Code:	91608		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4139616	REAL STEEL	
CORRESPONDENCE DATA			
Fax Number:	8188486424		
<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>			
Email:	trademarks@disney.com		
Correspondent Name:	Kevin Daley		
Address Line 1:	The Walt Disney Company		
Address Line 2:	500 South Buena Vista Street		
Address Line 4:	Burbank, CALIFORNIA 91521		
ATTORNEY DOCKET NUMBER:	CORPORATE-CS		
NAME OF SUBMITTER:	RUTH ADLER		
SIGNATURE:	/Ruth Adler/		
DATE SIGNED:	01/11/2016		
Total Attachments: 10			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

Dated as of December 16, 2015

This Notice of Release of Security Interest in Trademarks (this "Notice"), is made by JPMorgan Chase Bank, N.A. (the "Senior Agent") and JPMorgan Chase Bank, N.A. (the "Collateral Agent"; together with the Senior Agent, the "Agents") in favor of DreamWorks II Financial Services Co., LLC (the "Borrower"), DreamWorks II Distribution Co., LLC ("DWII Distribution") and the other Grantors referred to in the Trademark Security Agreements defined below (together with the Borrower and DWII Distribution, collectively, the "Grantors").

WHEREAS, the Grantors entered into that certain Credit, Security, Guaranty and Pledge Agreement, dated as of August 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Senior Credit Agreement"), among the Borrower, DWII Distribution, the other guarantors referred to therein, the lenders referred to therein and the Senior Agent, as administrative agent and issuing bank;

WHEREAS, the Grantors entered into that certain Credit, Security, Guaranty and Pledge Agreement, dated as of August 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Subordinate Credit Agreement", together with the Senior Credit Agreement, the "Credit Agreements"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreements), among the Borrower, DWII Distribution, the other guarantors referred to therein, the lenders referred to therein, Disney Enterprises, Inc., as administrative agent and the Collateral Agent;

WHEREAS, pursuant to the terms of the Senior Credit Agreement, the Senior Agent and the Grantors entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of August 14, 2009, by the Grantors in favor of the Senior Agent (as amended, supplemented or otherwise modified from time to time, the "2009 Senior Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Senior Credit Agreement, the Senior Agent and DWII Distribution entered into that certain Trademark Security Agreement, dated as of June 1, 2010, by DWII Distribution in favor of the Senior Agent, recorded in the U.S. Patent and Trademark Office ("USPTO") on June 2, 2010 at Reel 4216 / Frame 0789 (as amended, supplemented or otherwise modified from time to time, the "2010 Senior Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Senior Credit Agreement, the Senior Agent and DWII Distribution entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of February 14, 2011, by DWII Distribution in favor of the Senior Agent (as amended, supplemented or otherwise modified from time to time, the "2011 Senior Trademark Security Agreement");

WHEREAS, pursuant to the terms of the Senior Credit Agreement, the Senior Agent and DWII Distribution entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of November 23, 2015, by DWII Distribution in favor of the Senior Agent (as amended, supplemented or otherwise modified from time to time, the “2015 Senior Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Subordinate Credit Agreement, the Collateral Agent and the Grantors entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of August 14, 2009, by the Grantors in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “2009 Subordinate Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Subordinate Credit Agreement, the Collateral Agent and DWII Distribution entered into that certain Trademark Security Agreement, dated as of June 1, 2010, by DWII Distribution in favor of the Collateral Agent, recorded in the USPTO on June 2, 2010 at Reel 4216/ Frame 0809 (as amended, supplemented or otherwise modified from time to time, the “2010 Subordinate Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Subordinate Credit Agreement, the Collateral Agent and DWII Distribution entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of February 14, 2011, by DWII Distribution in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “2011 Subordinate Trademark Security Agreement”);

WHEREAS, pursuant to the terms of the Subordinate Credit Agreement, the Collateral Agent and DWII Distribution entered into that certain Trademark Security Agreement (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses), dated as of November 23, 2015, by DWII Distribution in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “2015 Subordinate Trademark Security Agreement”); together with the 2009 Senior Trademark Security Agreement, the 2010 Senior Trademark Security Agreement, the 2011 Senior Trademark Security Agreement, the 2015 Senior Trademark Security Agreement, the 2009 Subordinate Trademark Security Agreement, the 2010 Subordinate Trademark Security Agreement, and the 2011 Subordinate Trademark Security Agreement, the “Trademark Security Agreements”);

WHEREAS, pursuant to the Credit Agreements and the Trademark Security Agreements, each Grantor, as applicable, granted to the Agents (for the benefit of the applicable Secured Parties (as defined in each of the Credit Agreements)), a security interest in and to all personal property of such Grantor, including, without limitation, the Trademark Collateral (as defined in each of the Trademark Security Agreements);

WHEREAS, the Grantors have requested that each Agent (a) terminate and release the security interests of such Agent in the Trademark Collateral and (b) provide a document suitable for recording in the USPTO for the release, relinquishment and discharge of its security interest in the Trademark Collateral; and

WHEREAS, the Obligations (as defined in each of the Credit Agreements) have been paid in full, the Obligations Payment Date (as defined in each of the Credit Agreements) has occurred and the Borrower and each other Grantor has satisfied and fulfilled all of its obligations to release the Agents' security interests in the Trademark Collateral. In connection therewith, the Borrower and each other Grantor has informed the Agents of their desire to obtain the release of such security interests and the parties seek to make record of each Agent's release to the Grantors of any and all of its security interest in the Trademark Collateral.

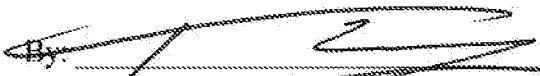
NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Termination and Release. The Agents, on behalf of themselves and the applicable Secured Parties, do hereby (i) terminate the Trademark Security Agreements and relinquish, release and discharge their security interests, and any other right, title and interest that the Agents may have, in the Trademark Collateral and (ii) release, reassign, transfer and reconvey all of the right, title and interest that the Agents may have in the Trademark Collateral (including the Trademarks and Trademark licenses set forth on Schedule A) to the Grantors.
2. Recordation. The Agents hereby authorize and request that the USPTO note and record the existence of this Notice.
3. Further Assurances. The Agents hereby agree to duly execute, acknowledge, procure and deliver, at the sole expense of the Borrower or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Grantors of the security interests contemplated hereby.
4. Governing Law. This Notice 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 conflicts of law principles.

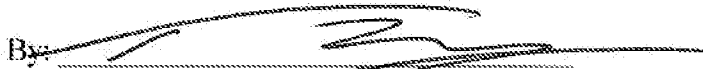
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Notice to be duly executed as of the date first written above.

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

By: 
Name: Tyler V. Lay
Title: Associate

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

By: 
Name: Tyler V. Lay
Title: Associate

SCHEDULE A TO NOTICE OF RELEASE
OF SECURITY INTEREST IN TRADEMARKS

Trademarks

Trademark Licenses

Schedule to the Trademark Security Agreement, dated as of June 1, 2010

TRADEMARK

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Application</u>	<u>Trademark</u>
United States	DreamWorks II Distribution Co., LLC	85013732	Pending	April 14, 2010	REAL STEEL

TRADEMARKS

Trademark	Owner	Application No.	Registration No.	Date of Application	Country
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 9 - 85096920	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 14 - 85097126	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 16 - 85097225	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 18 - 85097262	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 21 - 85097287	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 24 - 85097306	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 25 - 85097322	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 28 - 85097338	Pending	July 30, 2010	USA
FRIGHT NIGHT	DreamWorks II Distribution Co., LLC	Class 41 - 85097355	Pending	July 30, 2010	USA
I AM NO. 4	Dream Works II Distribution Co., LLC	Class 9 - 85094959	Pending	July 28, 2010	USA

I AM NO. 4	Dream Works II Distribution Co., LLC	Class 14 - 85095096	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 16 - 85095120	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 18 - 85095135	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 21 - 85095149	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 24 - 85095171	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 25 - 85095194	Pending	July 28, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 28 - 85096769	Pending	July 30, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 30 - 85096797	Pending	July 30, 2010	USA
I AM NO. 4	Dream Works II Distribution Co.	Class 41 - 85096871	Pending	July 30, 2010	USA

TRADEMARKS

Trademark	Owner	Registration No.	Country
I AM NUMBER FOUR	DreamWorks II Distribution Co., LLC	4091830	USA
REAL STEEL	DreamWorks II Distribution Co., LLC	4139616	USA

TRADEMARK LICENSES

None.