

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494732

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release (Reel 6139 / Frame 0155)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		10/19/2018	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.)		
Street Address:	2 Beta Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15238		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4825174	BEXEL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	10/19/2018		
Total Attachments: 4			
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OP \$40.00 4825174

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morgan Stanley Senior Funding, Inc.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 19, 2018

- Assignment
- Security Agreement
- Other Release (Reel 6139 / Frame 0155)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: _NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.)

Street Address: 2 Beta Drive

City: Pittsburgh

State: PA

Country: USA Zip: 15238

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4825174

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 08380.960 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Doris Ka

Name of Person Signing

October 19, 2018

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of October 19, 2018 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as administrative agent (the “Administrative Agent”), in favor of NEP Bexel Inc. (f/k/a Vitec Broadcast Services Inc.), a Delaware corporation (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Collateral Agreement, dated as of December 24, 2012, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Collateral Agreement”), the Grantor granted to the Administrative Agent a security interest in and to certain collateral;

WHEREAS, pursuant to the Collateral Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of August 24, 2017 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;


WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 28, 2017 at Reel/Frame 6139/0155;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Collateral Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to Trademark Collateral, including the trademark registrations and applications set forth Schedule A attached hereto, arising under the Collateral Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
3. Termination. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**MORGAN STANLEY SENIOR FUNDING,
INC., acting in its capacity as Administrative
Agent for the Secured Parties**

By: 

Name: Lisa Hanson

Title: Authorized Signatory

**GRANTOR:
NEP Bexel Inc. (f/k/a Vitec Broadcast Services
Inc.)**

[Signature Page to Release of Second Lien Security Interest in Trademarks]

**TRADEMARK
REEL: 006461 FRAME: 0974**

Schedule A

Trademark	Registration No.	Registration Date (Country)	Registered Owner
BEXEL	4825174	10/6/2015 (US)	NEP Bixel Inc. (f/k/a Vitec Broadcast Services Inc.)