

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust (London) Limited		06/25/2019	Limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Last Gang Records Inc.		
Street Address:	134 Peter Street		
Internal Address:	Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V2H2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3426829	LAST GANG RECORDS	
Registration Number:	3426830	US AGAINST THE WORLD	
Registration Number:	4681062		
Registration Number:	3426831	LAST GANG RECORDS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030385-0399		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	06/28/2019		

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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 25, 2019 (this “Release”), is made by Wilmington Trust (London) Limited, in its capacity as security agent (the “Security Agent”) in favor of Last Gang Records Inc., an Ontario corporation (the “Pledgor”). Capitalized terms not otherwise defined in this Release shall have the meanings provided or provided by reference in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Instrument of Assumption and Joinder dated as of August 22, 2016, Pledgor, among others, became a Guarantor under that certain Credit and Guaranty Agreement dated as of December 11, 2015 (as amended, supplemented or otherwise modified, renewed or replaced from time to time) (the “Credit Agreement”) among the Credit Parties, lenders named therein, and other parties party thereto;

WHEREAS, the Guarantors and the Security Agent entered into that certain Security Agreement, dated as of December 11, 2015 (as the same may be amended, supplemented, or otherwise modified, renewed restated, or replaced from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Pledgor executed and delivered that certain Supplement No. 2 to the Trademark Security Agreement, dated as of August 22, 2016 (the “Trademark Security Agreement Supplement”), in favor of the Security Agent, which was recorded in the United States Patent and Trademark Office on December 21, 2015 at Reel 5873, Frame 0240 and which supplemented that certain Trademark Security Agreement, dated as of December 11, 2015 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement Supplement, the Pledgor granted to the Security Agent (for the benefit of the Secured Parties), as security for the Secured Obligations, a continuing security interest in and to all of its right, title and interest in and to each and every item of Trademark Collateral, including the trademarks listed on Annex A attached hereto, and all of the Pledgor’s right, title and interest in, to and under the Trademark Collateral, including the trademarks listed on Annex A attached hereto, whether then owned and existing or thereafter arising, adopted or acquired and whether or not in its possession, including with respect to each and every item of trademark and trademark license, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement;

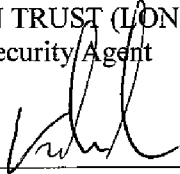
WHEREAS, the Pledgor has requested that the Security Agent execute and deliver this Release to evidence the release of its security interest in the Trademark Collateral, including the trademarks listed on Annex A attached hereto, for filing and recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Security Agent, without any representation, warranty or recourse of any kind or nature, hereby releases and terminates in its entirety its continuing security interest in the Trademark Collateral, including the trademarks listed on Annex A attached hereto, and discharges, quit claims, and relinquishes unto the Pledgor, and re-assigns to the Pledgor any and all right, title or interest it may have in, to or under the Trademark Collateral, including the trademarks listed on Annex A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Security Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

WILMINGTON TRUST (LONDON)
LIMITED, as Security Agent

By:  _____

Name:



Title:

Keith Reader
Authorised Signatory

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006681 FRAME: 0510

ANNEX A
Trademarks

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	STATUS	TERRITORY	Material Licenses, sublicense and other Material Agreements relating to Trademark
LAST GANG RECORDS		3,426,829		5/13/2008	Active	USA	N/A
US AGAINST THE WORLD		3,426,830		5/13/2008	Active	USA	N/A
		4,681,062		2/3/2015	Active	USA	N/A
		3,426,831		5/13/2008	Active	USA	N/A
LAST GANG							