

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784877

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.		12/22/2022	NATIONAL ASSOCIATION:
RECEIVING PARTY DATA			
Name:	KIDZ BOP ENTERPRISES, LLC		
Street Address:	10 LEA AVENUE, SUITE 300		
City:	NASHVILLE		
State/Country:	TENNESSEE		
Postal Code:	37210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6249291	LULLAPOP LULLABIES	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<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:	2027994000		
Email:	dctrademarks@us.dlapiper.com		
Correspondent Name:	Ann K. Ford		
Address Line 1:	500 8th St. NW		
Address Line 2:	DLA Piper LLP (US)		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Baris Tezgel		
SIGNATURE:	/Baris Tezgel/		
DATE SIGNED:	02/06/2023		
Total Attachments: 4			
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NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of December 22, 2022, by JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”), in favor of KIDZ BOP ENTERPRISES, LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to (i) the Amended and Restated Credit, Security, Pledge and Guaranty Agreement, dated as of October 27, 2017 (as amended by Amendment No. 1 and Waiver, dated as of May 31, 2018, by Amendment No. 2 and Consent to Credit Agreement, dated as of November 6, 2018, by Amendment No. 3 to Credit Agreement, dated as of July 20, 2020, by Amendment No. 4 to Credit Agreement, dated as of August 14, 2020, by Refinancing Amendment No. 1 to Credit Agreement, dated as of March 10, 2021, and as further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Alchemy Copyrights, LLC, a Delaware limited liability company, and Boosey & Hawkes Holdings Limited, a company organized under the laws of England and Wales, as Borrowers, each of the other guarantors party thereto, the Administrative Agent, and each of the other parties from time to time a party thereto and (ii) that certain Trademark Security Agreement (Trademarks, Trademark Registrations, and Trademark Applications), dated as of April 28, 2021 (the “Trademark Security Agreement”), between and among the Grantor, the Administrative Agent and the other party thereto, the Grantor granted to the Administrative Agent (for the benefit of the Secured Parties), a continuing first priority security interest (the “Security Interest”) in and to all of such Grantor’s right, title and interest in, to and under the Trademark Collateral (as that term is defined in the Trademark Security Agreement, but excluding any Excluded Assets), then owned, then existing or thereafter arising, adopted or acquired and whether or not in possession of such Grantor, including, without limitation, the Trademarks listed on Schedule 1 attached hereto, if any, to secure the due and punctual payment and performance of its obligations under and in connection with its guaranty of the Obligations, subject only to Permitted Encumbrances;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 29, 2021 at Reel 7274, Frame 0953; and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to release its Security Interest in the Trademark Collateral (as that term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks listed on Schedule 1 attached hereto and the Trademark licenses listed on Schedule 2 attached hereto, if any.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Administrative Agent agrees as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement or the Credit Agreement, as applicable.

2. Release. The Administrative Agent, without recourse, representation or warranty of any kind, hereby releases, terminates, discharges, and cancels its Security Interest in and to the Trademark Collateral arising under the Trademark Security Agreement and the Credit Agreement, including, without limitation, the Trademarks listed on Schedule 1 attached hereto, if any, and any right, title or interest of the Administrative Agent in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 attached hereto, if any, arising under the Trademark Security Agreement or the Credit Agreement, as applicable, shall hereby cease and become void. The Administrative Agent, without recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

3. Recordation. The Administrative Agent, at the Grantor's sole cost and expense, hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Release.

4. Governing Law. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE APPLICABLE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its authorized officer as of the date first above written.

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

By: 
Name: Peter Christensen
Title: Executive Director

Schedule 1

U.S. TRADEMARKS

KIDZ BOP ENTERPRISES LLC – DOMESTIC TRADEMARKS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
LULLAPOP LULLABIES	88962986	12-JUN-2020	6249291	19-JAN-2021