

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS INVESTMENT PARTNERS, LLC		03/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STUDIOS BUDGE INC.		
Street Address:	5455 Avenue de Gaspé		
Internal Address:	Suite 540		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2T3B3		
Entity Type:	Corporation: CANADA		
Name:	BUDGE STUDIOS INC.		
Street Address:	5455 Avenue de Gaspé		
Internal Address:	Suite 540		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2T3B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5987072	BUDGE	
Registration Number:	5476270	BUDGE	
Registration Number:	5799174	BUDGE GAMES	
Registration Number:	5276755	BUDGE STUDIOS	
Registration Number:	5413175	BUDGE STUDIOS	
Registration Number:	6010590	BUDGE WORLD	
Registration Number:	5481862	EVERRUN	
Registration Number:	6147624	MISS HOLLYWOOD	
Registration Number:	6435309	RACECRAFT	
CORRESPONDENCE DATA			

CH \$240.00 5987072

Fax Number: 3128622200

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.

Phone: 3128624396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	17599-20
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NAME OF SUBMITTER:	NOREEN GOSSELIN
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SIGNATURE:	/NOREEN GOSSELIN/
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DATE SIGNED:	03/06/2023
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Total Attachments: 4

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**TERMINATION AND RELEASE OF THE
GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF THE GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination"), is dated as of March 3, 2023, and made by **HPS INVESTMENT PARTNERS, LLC**, in its capacity as Administrative Agent (the "Agent") under the below-defined Security Agreement to **STUDIOS BUDGE INC. / BUDGE STUDIOS INC.**, a Canadian corporation, located at 5455 de Gaspé Avenue, Suite 540, Montreal, Province of Quebec H2T 3B3 Canada ("Obligor").

WHEREAS, Tilting Point Media LLC, a Delaware limited liability company (the "Borrower"), the Agent and the Lenders (as defined in the Credit Agreement), are parties to the Credit Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Obligor is party to (i) that certain Deed of Hypothec, dated as of March 2, 2022 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"; terms defined in the Security Agreement or whose definitions are incorporated by reference in the Security Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for therein), among Obligor, the other Grantors and the Agent, and (ii) certain other Security Documents (including the IP Security Agreement, as defined below), pursuant to which Obligor granted to the Agent for the benefit of such Secured Parties a continuing security interest in the Collateral of Obligor, including all right, title and interest of Obligor in, to and under the Trademarks;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of March 2, 2022, made by Obligor in favor of the Agent (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "IP Security Agreement"), a security interest was granted by the Obligor to the Agent in certain collateral, including the Trademarks;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 7, 2022, at Reel 7652 and Frame 0001; and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreement and terminate, release and discharge its security interest in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Agent hereby states as follows:

1. Definitions. The term "Trademarks", as used herein, shall have the meaning set forth in the Security Agreement and shall mean and include all of Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates the IP Security Agreement and terminates, releases and discharges its security interest in the Trademarks and reassigns to Obligor all right, title and interest it may have in and to the Trademark Collateral.

3. Recordation. This Termination has been executed and delivered by the Agent for the purpose of terminating the security interest granted in the Trademarks pursuant to the Security Agreement and the IP Security Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademarks Office, and other Governmental Authorities, as applicable (the "IP Agencies"). The Agent authorizes and requests that the applicable IP Agencies record this Termination.

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

HPS INVESTMENT PARTNERS, LLC

By: Mathew Carvajal
Name: Mathew Carvajal
Title: Managing Director

Schedule A

U.S. Trademark Registrations and Applications

O/REF.	TERRITORY	TRADEMARK	APP. NO. DATE	REG. NO. DATE
017694 -0017	U.S.A.	BUDGE	86-661,416 2015-06-12	5,987,072 2020-02-18
017694 -0018	U.S.A.	BUDGE (logo)	87-163,735 2016-09-07	5,476,270 2018-05-22
017694 -0019	U.S.A.	BUDGE GAMES	88-210,926 2018-11-29	5,799,174 2019-07-09
017694 -0020	U.S.A.	BUDGE STUDIOS	86-472,502 2014-12-02	5,276,755 2017-08-29
017694 -0021	U.S.A.	BUDGE STUDIOS (logo)	86-472,492 2014-12-02	5,413,175 2018-02-27
017694 -0022	U.S.A.	BUDGE WORLD	87-093,556 2016-07-05	6,010,590 2020-03-17
017694 -0023	U.S.A.	EVERRUN	87-205,984 2016-10-17	5,481,862 2018-05-29
017694 -0024	U.S.A.	MISS HOLLYWOOD	86-657,198 2015-06-08	6,147,624 2020-09-08
017694 -0026	U.S.A.	RACECRAFT	88-757,282 2020-01-13	6,435,309 2021-07-27