

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI164035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUIST BANK, AS ADMINISTRATIVE AGENT		03/08/2024	National Banking Association: NORTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	IMAGINE HOLDING COMPANY, LLC		
Street Address:	150 S. EL CAMINO DRIVE, SUITE 100		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90212		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5122583	CREWMATE	
Registration Number:	4856531	GO ANYWHERE. BE ANYTHING.	
Registration Number:	2781600	IMAGINE	
Registration Number:	2870918	IMAGINE	
Registration Number:	1735409	IMAGINE	
Registration Number:	1780090	IMAGINE	
Serial Number:	88522560	IMAGINE IMPACT	
Serial Number:	88522571	IMPACT	
Serial Number:	88522564	IMPACT	
Serial Number:	86362895	WONDER CREW	
Serial Number:	87447428	JAX MEDIA	
CORRESPONDENCE DATA			
Fax Number:	6504732601		
<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:	6504732600		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott W. Pink		
Address Line 1:	2765 Sand Hill Rd.		

CH \$290.00.00 87039306

Address Line 2: O'Melveny & Myers LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	0843983-00005
NAME OF SUBMITTER:	KIPHANIE RADFORD
SIGNATURE:	KIPHANIE RADFORD
DATE SIGNED:	04/12/2024

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

This Trademark Security Agreement Termination and Release (this “Termination and Release”) is dated as of March 8, 2024, with reference to (i) that certain Trademark Security Agreement, dated as of December 13, 2022 (the “Trademark Security Agreement”), by and among Imagine Holding Company, LLC, a Delaware limited liability company (the “Borrower” or the “Grantor”), and Truist Bank, as Administrative Agent (the “Administrative Agent”) and (ii) that certain Credit, Security, Guaranty and Pledge Agreement, dated as of December 13, 2022 (as amended, supplemented, restated or otherwise modified prior to the date hereof, the “Credit Agreement”), among the Borrower, the Guarantors from time to time party thereto, the financial institutions from time to time party thereto as Lenders, and the Administrative Agent. Capitalized terms used but not otherwise defined in this Termination and Release have the meanings set forth for such terms in the Credit Agreement.

WHEREAS, it was a condition precedent to the Lenders making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Grantor execute and deliver to the Administrative Agent, the Trademark Security Agreement;

WHEREAS, the Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Trademark Security Agreement, pursuant to which the Grantor has granted to the Administrative Agent a security interest in the “Trademark Collateral”, as defined in the Trademark Security Agreement, including, without limitation, the Trademarks listed on Schedule I attached hereto and the Trademark Licenses listed on Schedule II attached hereto (collectively, the “Released Trademark Collateral”) to secure the payment and performance of the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7921 Frame 0549 on December 15, 2022;

WHEREAS, the Administrative Agent desires to release and terminate its security interest in the Trademark Collateral including the Trademarks and Trademark Licenses identified on Schedule I and Schedule II attached hereto;

WHEREAS, the Grantor may desire to record this instrument to evidence termination of the security interest in the Released Trademark Collateral.

NOW, THEREFORE, the Administrative Agent hereby terminates, releases, and discharges fully, the security interest in and lien on the Released Trademark Collateral (including, without limitation, the Trademarks listed on Schedule I, the Trademark Licenses listed on Schedule II, and any other Trademark Collateral) as granted pursuant to the Trademark Security Agreement and any rights the Administrative Agent may have in the Released Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of the Administrative Agent in the Released Trademark Collateral shall hereby cease and become void. The Administrative Agent hereby transfers, re-conveys and re-assigns to the recorded owner, as applicable, any and all right, title and interest in and to the Released Trademark Collateral as granted pursuant to the Trademark Security Agreement, together with the goodwill of the business symbolized by and

associated with the Released Trademark Collateral, including all common law rights and trademark registrations for the Released Trademark Collateral, all rights to income, royalties, and license fees deriving from the Released Trademark Collateral, all claims for damages by reason of past, present and future infringements of the Released Trademark Collateral and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted.

The Administrative Agent, without any recourse, representation or warranty of any kind, hereby terminates and cancels the Trademark Security Agreement.

Effective immediately as of the date hereof, the Administrative Agent hereby authorizes the Grantor or its designees to file, or cause to be filed, this Termination and Release with the United States Patent & Trademark Office and in any other appropriate jurisdiction, if any.

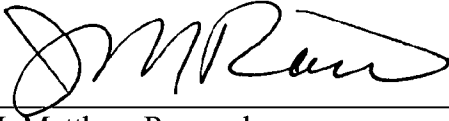
The Administrative Agent hereby agrees, at the sole expense of the Grantor, to take such further actions and to execute such further documents as the Grantor may reasonably request to effect and evidence this Termination and Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Released Trademark Collateral and record the chain of title accordingly with the United States Patent & Trademark Office and any other appropriate trademark office or other office.

This Trademark Security Agreement Termination and Release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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

TRUIST BANK, as Administrative Agent

By: 
Name: J. Matthew Rowand
Title: Director

[SIGNATURE PAGE TO IMAGINE TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

Trademarks

<u>Country</u>	<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Trademark</u>
Argentina	Imagine Holding Company, LLC	2402418	2761240	6/24/2005	
Argentina	Imagine Holding Company, LLC	2402419	2761241	6/24/2005	
Australia	Imagine Holding Company, LLC	936787	936787	4/7/2005	
Australia	Imagine Holding Company, LLC	2075386	2075386	1/25/2021	IMAGINE IMPACT
Brazil	Imagine Holding Company, LLC	825186242	825186242	12/12/2017	
Canada	Imagine Holding Company, LLC	1169295	TMA771408	7/7/2010	
Canada	Imagine Holding Company	1176148	TMA620816	9/28/2004	

	ny, LLC				
China	Imagine Holding Company, LLC	3402611	3402611	6/7/2004	
Colombia	Imagine Holding Company, LLC	2002111121	280647	2/26/2004	
Denmark	Imagine Holding Company, LLC	33462000	VR200100643	2/1/2001	IMAGINE
European Community	Imagine Holding Company, LLC	2967487	2967487	3/2/2007	
Hong Kong	Imagine Holding Company, LLC	200218906	2004600345AA	1/16/2004	
Japan	Imagine Holding Company, LLC	2002106571	4753518	3/5/2004	
New Zealand	Imagine Holding Company, LLC	669855	669855	1/13/2005	

New Zealand	Imagine Holding Company, LLC	669854	669854	1/13/2005	
Singapore	Imagine Holding Company, LLC	TO218809E	TO218809E	12/5/2002	
Switzerland	Imagine Holding Company, LLC	576402014	661154	7/10/2014	IMAGINE
United Kingdom	Imagine Holding Company, LLC	2967487	UK00902967487	3/2/2007	
United States of America	Imagine Holding Company, LLC	87/039306	5122583	1/17/2017	CREWMATE
United States of America	Imagine Holding Company, LLC	86/362920	4856531	11/17/2015	GO ANYWHERE, BE ANYTHING
United States of America	Imagine Holding Company, LLC	76/463771	2781600	11/11/2003	IMAGINE

United States of America	Imagine Holding Company, LLC	76/464046	2870918	8/10/2004	IMAGINE
United States of America	Imagine Holding Company, LLC	74/262809	1735409	11/24/1992	
United States of America	Imagine Holding Company, LLC	74/262810	1780090	7/6/1993	
United States of America	Imagine Holding Company, LLC	88/522560			IMAGINE IMPACT
United States of America	Imagine Holding Company, LLC	88/522571			
United States of America	Imagine Holding Company, LLC	88/522564			
United States of America	Imagine Holding Company, LLC	86/362895	4810025	9/8/2015	WONDER CREW

United States of America	Imagine Holding Company, LLC	87/447428	5489689	6/12/2018	JAX MEDIA
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SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE

Trademark Licenses

1. Intellectual Property License and Assignment Agreement, dated as of April 17, 2020, by and among Imagine Holding Company, LLC, Imagine Entertainment, LLC and Imagine Impact, LLC.