# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM539604

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900510011

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WILMINGTON TRUST		08/02/2019	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Industrial Media Holdings LLC (On behalf of 19 Entertainment Limited and 19 TV Limited)
Street Address:	6007 Supulveda Blvd.
City:	Can Nuys
State/Country:	CALIFORNIA
Postal Code:	91411
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 46**

Property Type	Number	Word Mark		
Registration Number:	3868906	CARRIE UNDERWOOD		
Registration Number:	3933704	I DREAM		
Registration Number:	4063712	SUPERSTARS OF DANCE		
Registration Number:	3919384	SYTYCD		
Registration Number:	3870192	IF I CAN DREAM		
Registration Number:	3870191	IF I CAN DREAM		
Registration Number:	3743805	SO YOU THINK YOU CAN DANCE		
Registration Number:	3387351	SO YOU THINK YOU CAN DANCE		
Registration Number:	3458648	SO YOU THINK YOU CAN DANCE		
Registration Number:	3194223	SO YOU THINK YOU CAN DANCE		
Registration Number:	3700424	SO YOU THINK YOU CAN DANCE		
Registration Number:	3648958	SO YOU THINK YOU CAN DANCE		
Registration Number:	3193211	SO YOU THINK YOU CAN DANCE		
Registration Number:	3415693	CARRIE UNDERWOOD		
Registration Number:	3275995	KELLY CLARKSON		
Registration Number:	3924469	IF I CAN DREAM		
Registration Number:	3924468	IF I CAN DREAM		
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Property Type	Number	Word Mark
Registration Number:	3911371	AMERICAN IDOL
Registration Number:	3357980	AMERICAN IDOL
Registration Number:	3845238	AMERICAN IDOL
Registration Number:	3845240	AMERICAN IDOL
Registration Number:	3845239	AMERICAN IDOL
Registration Number:	2751431	AMERICAN IDOL
Registration Number:	2951733	AMERICAN IDOL
Registration Number:	3101422	AMERICAN IDOL
Registration Number:	2715725	AMERICAN IDOL
Registration Number:	2955077	AMERICAN IDOL
Registration Number:	3142771	AMERICAN IDOL
Registration Number:	3146138	AMERICAN IDOL
Registration Number:	3295322	AMERICAN IDOL
Registration Number:	3352837	IDOL
Registration Number:	3821023	IDOL GIVES BACK
Registration Number:	3814292	IDOL GIVES BACK
Registration Number:	3870662	IDOL GIVES BACK
Registration Number:	3870661	IDOL GIVES BACK
Registration Number:	3870660	MYIDOL
Registration Number:	3879172	MOM IDOL
Registration Number:	3847886	MOM IDOL
Registration Number:	4150278	AMERICAN IDOLS
Registration Number:	4150276	AMERICAN IDOL
Serial Number:	85209777	19
Serial Number:	85335822	IDOL CHATTER
Serial Number:	85329943	IDOL GIVEAWAY
Serial Number:	85724372	CHANNEL 19
Serial Number:	85839802	AMERICAN IDOL
Serial Number:	85209796	19

### **CORRESPONDENCE DATA**

**Fax Number:** 2124464900

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:** 212-390-4147

Email: amanda.cirella@kirkland.com
Correspondent Name: Amanda Cirella (Paralegal)

Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

TRADEMARK

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ATTORNEY DOCKET NUMBER:	26912-2	
NAME OF SUBMITTER:	Amanda Cirella	
SIGNATURE:	//Amanda Cirella//	
DATE SIGNED:	09/05/2019	
Total Attachments: 6		

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of August 2, 2019, is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), under the Trademark Security Agreement referred to below (capitalized terms used in this Release and not otherwise defined herein have the meanings set forth in the Trademark Security Agreement) in favor of each of the Grantors from time to time party to the Trademark Security Agreement (as defined below) and/or Collateral Agreement (as defined below), as applicable (the "Grantors").

#### WITNESSETH

WHEREAS, in connection with that certain (a) Term Loan Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated October 17, 2016, among Industrial Media Holdings LLC (f/k/a NEG Holdings LLC), a Delaware limited liability company (the "Borrower"), Industrial Media Parent LLC (f/k/a NEG Parent LLC), a Delaware limited liability company, and each subsidiary thereof listed as a "Guarantor" on the signature pages thereto, the lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto, and the Administrative Agent.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of October 17, 2016, between each Grantor and the Administrative Agent (the "<u>Trademark Security Agreement</u>"), each Grantor granted a continuing security interest in the Trademark Collateral (as defined in the IP Agreement), including the Trademarks listed on <u>Schedule I</u> attached hereto (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on October 18, 2016 on Reel 5904 and Frame 0213; and

WHEREAS, in accordance with the provisions of the Credit Agreement, the Collateral Agreement and the Trademark Security Agreement, the Obligations under and as defined in the Credit Agreement, other than obligations (including contingent reimbursement obligations and indemnity obligations as to which no claim has been asserted) which, by their express terms, survive termination of the Credit Agreement, and all other Loan Documents (as defined in the Credit Agreement) including, without limitation, all indebtedness, fees, costs and expenses have been satisfied in full and the Administrative Agent is required to terminate and release its security interest in and to the Trademark Collateral.

NOW THEREFORE, in consideration of the material covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, hereby irrevocably RELEASES, terminates, cancels and discharges, without representation, recourse or warranty whatsoever, the Trademark Security Agreement and all of the Administrative Agent's security interest, liens and all other rights, title and interest in, to and under the Trademark Collateral, whether granted pursuant to the Trademark Security Agreement or any other agreement or document delivered in connection with the Collateral Agreement, and the Administrative Agent hereby reassigns, retransfers and reconveys any and all right, title and interest (if any) that the Administrative Agent may have in, to and under the Trademark Collateral to the Grantors, including all goodwill connected therewith.

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TRADEMARK REEL: 006737 FRAME: 0408 The Administrative Agent agrees, at the Grantors' expense, to cooperate with the Grantors to provide it with the information and additional authorization reasonably required or desirable to effect the release of the Administrative Agent's security interest in the released collateral described herein.

The Administrative Agent irrevocably authorizes and requests that this Release be recorded with the U.S. Patent and Trademark Office.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark Collateral contemplated hereby.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SIGNATURE PAGE TO TRADEMARK RELEASE (CBID)

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent

Name: Title:

(µemery Rose Vice Presiden

SIGNATURE PAGE TO TRADEMARK RELEASE (CBID)

# SCHEDULE I

Trademark Collateral

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# $\underline{Schedule\ I}$

# Trademarks:

Entity	Mark	Reg. No.	Reg. Date
19 Entertainment Limited (UK)	Carrie Underwood	3868906	4/22/08
19 Entertainment Limited (UK)	I Dream	3933704	3/22/11
19 Entertainment Limited (UK)	Superstars of Dance	4063712	11/29/11
19 Entertainment Limited (UK)	SYTYCD	3919384	2/15/11
19 Entertainment Limited (UK)	If I Can Dream	3870192	11/2/10
19 Entertainment Limited (UK)	If I Can Dream	3870191	11/2/10
19 Entertainment Limited (UK)	So You Think You Can Dance	3743805	2/2/10
19 Entertainment Limited (UK)	So You Think You Can Dance	3387351	2/26/08
19 Entertainment Limited (UK)	So You Think You Can Dance	3458648	7/1/08
19 Entertainment Limited (UK)	So You Think You Can Dance	3194223	1/2/07
19 Entertainment Limited (UK)	So You Think You Can Dance	3700424	10/20/09
19 Entertainment Limited (UK)	So You Think You Can Dance	3648958	6/30/09
19 Entertainment Limited (UK)	So You Think You Can Dance	3193211	1/2/07
19 Entertainment Limited (UK)	Carrie Underwood	3415693	4/22/08
19 Entertainment Limited (UK)	Kelly Clarkson	3275995	8/7/07
19 Entertainment Limited (UK)	If I Can Dream	3924469	3/1/11
19 Entertainment Limited (UK)	If I Can Dream	3924468	3/1/11
19 TV Limited (UK)	American Idol	3911371	1/25/11
19 TV Limited (UK)	American Idol	3357980	12/18/07
19 TV Limited (UK)	American Idol	3845238	9/7/10
19 TV Limited (UK)	American Idol	3845240	9/7/10
19 TV Limited (UK)	American Idol	3845239	9/7/10
19 TV Limited (UK)	American Idol	2751431	8/12/03
19 TV Limited (UK)	American Idol	2951733	5/17/05
19 TV Limited (UK)	American Idol	3101422	6/6/06
19 TV Limited (UK)	American Idol Logo	2715725	5/13/03
19 TV Limited (UK)	American Idol Logo	2955077	5/24/05
19 TV Limited (UK)	American Idol Logo	3142771	9/12/06
19 TV Limited (UK)	American Idol Logo	3146138	9/19/06
19 TV Limited (UK)	American Idol	3295322	9/18/07
19 TV Limited (UK)	Idol	3352837	12/11/07
19 TV Limited (UK)	Idol Gives Back	3821023	7/20/10
19 TV Limited (UK)	Idol Gives Back	3814292	7/6/10
19 TV Limited (UK)	Idol Gives Back logo	3870662	11/2/10
19 TV Limited (UK)	Idol Gives Back logo	3870661	11/2/10
19 TV Limited (UK)	Myldol	3870660	11/2/10
19 TV Limited (UK)	Mom Idol	3879172	11/23/10
19 TV Limited (UK)	Mom Idol	3847886	9/14/10
19 TV Limited (UK)	American Idols	4150278	5/29/12
19 TV Limited (UK)	American Idols	4150276	5/29/12

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# Trademark Applications:

Entity	Mark	Serial No.	Filing Date
19 Entertainment Limited (UK)	19	85/209777	1/4/11
19 Entertainment Limited (UK)	19	85/209796	1/4/11
19 TV Limited (UK)	Idol Chatter	85/335822	6/1/11
19 TV Limited (UK)	Idol Giveaway	85/329943	5/25/11
19 TV Limited (UK)	Channel 19	85/724372	9/10/12
19 TV Limited (UK)	American Idol	85/839802	2/4/13