

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5597694

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
THE BANK OF NEW YORK MELLON	06/28/2019
RECEIVING PARTY DATA	
Name:	MUZAK LLC
Street Address:	2100 SOUTH IH-35
Internal Address:	SUITE 200
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78704
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9424594
Patent Number:	9317872
Patent Number:	9099080
Application Number:	14856289
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	lfranco@paulweiss.com, skirschenheiter@paulweiss.com
Correspondent Name:	SARAH KIRSCHENHEITER
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP
Address Line 2:	1285 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	020282-071
NAME OF SUBMITTER:	SARAH KIRSCHENHEITER
SIGNATURE:	/sarah kirschenheiter/
DATE SIGNED:	06/28/2019
Total Attachments: 3	
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TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS, dated as of June 28, 2019, is from The Bank of New York Mellon, as Collateral Agent (the “Collateral Agent”) to Muzak LLC, a Delaware limited liability company (the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, dated as of June 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, pursuant to that certain Short-Form Patent Security Agreement, dated as of June 28, 2017, by and between the Collateral Agent and the Grantor (the “Patent Security Agreement”), the Grantor, by reference to the Security Agreement, reaffirmed their intent to grant a security interest to the Collateral Agent in the Grantor’s patents and patent applications, including the patents listed in Schedule I hereto (collectively, the “Released Collateral”);

WHEREAS, the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on June 29, 2017 at Reel 43038 and Frame 0817;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in the Released Collateral;

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

1. Definitions. Capitalized terms used herein and not otherwise defined have the meanings specified in the Security Agreement or the Patent Security Agreement, as applicable.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases, and discharges, without recourse, representation, or warranty, any and all security interest it has in or to the Released Collateral, including under the Security Agreement and the Patent Security Agreement, and (ii) reassigns any and all such right, title, and interest (if any) that the Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void.

3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON, as
Collateral Agent

By: Wanda Camacho
Name: Wanda Camacho
Title: Vice President

[Signature Page to The Bank of New York Mellon Notes Second Lien Patent Release (Muzak LLC)]

Schedule I

LIST OF PATENTS AND PATENT APPLICATIONS

Country or Territory	Registration or App Number	Patent Title
United States	9424594	SYSTEM FOR TARGETING LOCATION-BASED COMMUNICATIONS
United States	9317872	ENCODING AND DECODING AN AUDIO WATERMARK USING KEY SEQUENCES COMPRISING OF MORE THAN TWO FREQUENCY COMPONENTS
United States	9099080	SYSTEM FOR TARGETING LOCATION-BASED COMMUNICATIONS
United States	14/856289	SYSTEM FOR TARGETING LOCATION-BASED COMMUNICATIONS