

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, National Association		07/01/2014	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fuse Networks LLC		
Street Address:	Eleven Penn Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
Name:	Fuse Holdings LLC		
Street Address:	Eleven Penn Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3935928	A DIFFERENT SPIN	
Registration Number:	3800972	DISTORTION	
Registration Number:	3332239	EMPIRE SQUARE	
Registration Number:	3449344	EXTRA SAUCE	
Registration Number:	2849560	FUUSE	
Serial Number:	77490328	FUUSE	
Registration Number:	2870618	FUUSE	
Registration Number:	3900483	FUUSE	
Registration Number:	3670542	FUUSE EXCELLENT ADVENTURE	
Registration Number:	4309333	FUUSE FESTIVALS	
Serial Number:	77858022	FUUSE HIP HOP INVASION	
Registration Number:	3636824	FUUSE MOBILE	
Registration Number:	4348057	FUUSE NEWS	
TRADEMARK			

CH \$640.00 3935928

Property Type	Number	Word Mark
Registration Number:	3900480	FUSE WHERE MUSIC LIVES
Serial Number:	85823284	G-THING
Registration Number:	3616968	GET YOUR MUSIC ON.
Registration Number:	3800971	HIP HOP SHOP
Registration Number:	3935918	LAY IT DOWN
Registration Number:	4084846	MAD GENIUS
Serial Number:	77858024	ON THE RECORD WITH FUSE
Registration Number:	3453616	STEVEN'S UNTITLED ROCK SHOW
Registration Number:	3767297	THE DAILY NOISE
Registration Number:	3743516	THE POP SHOW
Registration Number:	3449343	THE SAUCE
Registration Number:	3523450	URANIUM

CORRESPONDENCE DATA

Fax Number: 6502138158

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: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0082
NAME OF SUBMITTER:	Christina Ishihara
SIGNATURE:	/Christina Ishihara/
DATE SIGNED:	07/01/2014

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made effective as of July 1, 2014, by and from JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below), to FUSE HOLDINGS LLC and FUSE NETWORKS LLC (collectively, the "Sold Grantors") as follows:

WHEREAS, on May 6, 2014, MSG Holdings, L.P. (the "Company"), the Sold Grantors, certain other subsidiaries of the Company and the Collateral Agent entered into a Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and an Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement");

WHEREAS, pursuant to said Security Agreement and IP Agreement, the Sold Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Sold Grantors' right, title and interest in and to the following (the "Sold Grantors' Collateral"):

- (a) the patents and patent applications set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein could impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable law) together with the goodwill symbolized thereby;
- (c) the copyrights, copyright registrations and applications set forth in Schedule C hereto, and all renewals and extensions thereof (the "Copyrights");
- (d) all rights in Copyrights provided by international treaties or conventions, if any, and all rights corresponding thereto throughout the world;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement or other violation with respect to the Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to the Copyrights.

WHEREAS, the IP Agreement was recorded in the United States Patent & Trademark Office on May 22, 2014 at reel/frame 5285/0563 and filed with the United States Copyright Office on or around May 9, 2014; and

WHEREAS, in connection with that certain Purchase Agreement, dated as of April 3, 2014 (the "Purchase Agreement"), by and between the Company and SiTV Media, Inc. ("Purchaser"), pursuant to which the Company agreed to sell all of the membership interests in FUSE Holdings to Purchaser on the terms and conditions set forth therein, the Collateral Agent hereby wishes to irrevocably terminate, release and discharge any security interest in and to the Sold Grantors' Collateral, and assign, transfer and convey any and all right, title and interest it may have in and to the Sold Grantors' Collateral without recourse to the Sold Grantors.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

SECTION 1. Release of Intellectual Property Security Interest. The Collateral Agent hereby irrevocably terminates, releases and discharges any security interest in and to the Sold Grantors' Collateral and assigns, transfers and conveys any and all right, title and interest it may have in and to the Sold Grantors' Collateral without recourse to the Sold Grantors, and any right, title or interest of the Collateral Agent in and to such Sold Grantors' Collateral under the Security Agreement and the IP Agreement shall hereby cease and become void.

SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

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

JPMORGAN CHASE BANK, N.A.
Collateral Agent

By: _____

Name: John G. Kowalczyk
Executive Director

Title: _____

[Signature Page to Release]

SCI:3651575.3

TRADEMARK
REEL: 005313 FRAME: 0405

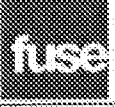


SCHEDULE A

None.

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SCHEDULE B

Registered Trademarks and Trademark Applications owned by Fuse Networks LLC

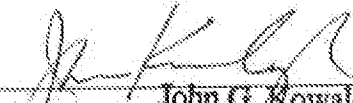
TRADEMARK	Application #	Registration #	Country	Filing Date	Reg Date
A DIFFERENT SPIN	86099270	4935928	United States of America	03-Aug-2010	22-Mar-2011
DISTORTION	77765005	3800972	United States of America	22-Jun-2009	06-Jun-2010
EMPIRE SQUARE	78838579	3332239	United States of America	14-Mar-2006	06-Nov-2007
EXTRA SAUCE	77341351	3449344	United States of America	30-Nov-2007	17-Jun-2008
FUSE	78183640	2849660	United States of America	11-Nov-2002	01-Jun-2004
FUSE & Design 	77490328		United States of America	04-Jun-2008	
FUSE & Design 	78234973	2870618	United States of America	08-Apr-2003	03-Aug-2004
FUSE (Stylized) 	85044688	3900483	United States of America	21-May-2010	04-Jan-2011
FUSE EXCELLENT ADVENTURE	77488481	3670542	United States of America	02-Jun-2008	18-Aug-2009
FUSE FESTIVALS	77733569	4309333	United States of America	11-May-2009	26-Mar-2013
FUSE HIP HOP INVASION	77858022		United States of America	27-Oct-2009	
FUSE MOBILE	78728239	3836824	United States of America	06-Oct-2005	09-Jun-2009
FUSE NEWS	85665149	4348057	United States of America	29-Jun-2012	04-Jun-2013
FUSE WHERE MUSIC LIVES	85044660	3900480	United States of America	21-May-2010	04-Jan-2011
Q-THING	85923284	N/A	United States of America	15-Jan-2013	N/A
GET YOUR MUSIC ON	77367149	3818968	United States of America	20-Dec-2007	05-May-2009
HIP HOP SHOP	77765003	3800971	United States of America	22-Jun-2009	08-Jun-2010
LAY IT DOWN	85077497	3935919	United States of America	02-Jul-2010	22-Mar-2011
MAD GENIUS	85154851	4084648	United States of America	18-Oct-2010	10-Jan-2012
ON THE RECORD WITH FUSE	77858024		United States of America	27-Oct-2009	
STEVEN'S UNTITLED ROCK SHOW	77341357	3452616	United States of America	30-Nov-2007	24-Jun-2008
THE DAILY NOISE	77807392	3787297	United States of America	18-Aug-2009	30-Mar-2010
THE POP SHOW	77820589	3743818	United States of America	04-Sep-2009	26-Jan-2010
THE SAUCE	77341271	3449343	United States of America	30-Nov-2007	17-Jun-2008
URANIUM	77307060	3523450	United States of America	18-Oct-2007	23-Oct-2008

SCHEDULE C

Copyright Title	Claimant(s)	Registration No.	Registration Date	Date of Creation	Date of Publication	Type of Work
BOTS Final Round.	FUSE Networks LLC	SRU1133597	08/06/2013	2011	--	Sound Recording and Music
BOTS Main Title Song.	FUSE Networks LLC	SR727330	08/06/2013	2011	12/18/2011	Sound Recording and Music
BOTS March For Victory.	FUSE Networks LLC	SR727340	08/06/2013	2011	12/22/2011	Sound Recording and Music
BOTS Strangers Know Best.	FUSE Networks LLC	SR727344	08/06/2013	2011	12/22/2011	Sound Recording and Music
BOTS Street Lightning.	FUSE Networks LLC	SRU1133596	08/06/2013	2011	--	Sound Recording and Music

IN WITNESS WHEREOF, the parties hereto have caused this Release and Termination Agreement to be duly executed and delivered personally or by their respective officers thereunto duly authorized, as applicable, as of the date first written above.

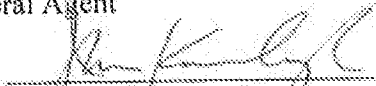
JPMORGAN CHASE BANK, N.A.

By: 
Name: John G. Kowalczyk
Title: Executive Director

[Signature Page to Release and Termination Agreement]

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

JPMORGAN CHASE BANK, N.A.
Collateral Agent

By: 

Name: John G. Kowalczyk
Executive Director

Title: _____

[Signature Page to Release]

SC1:3651375.3

RECORDED: 07/01/2014

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