

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPS Investment Partners, LLC		12/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Redbox Holdings, LLC		
Street Address:	One Tower Lane		
Internal Address:	Suite 900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88472728	REDBOX. ENTERTAINMENT	
Serial Number:	88472696	REDBOX. ORIGINAL	
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>			
Phone:	(212) 373 2594		
Email:	rschwartz@paulweiss.com, mmcguire@paulweiss.com, cmannino@paulweiss.com		
Correspondent Name:	Rebecca B. Schwartz		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	021764-004		
NAME OF SUBMITTER:	Rebecca B. Schwartz		
SIGNATURE:	/s/ Rebecca Schwartz		
DATE SIGNED:	01/04/2021		
Total Attachments: 4			
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EXECUTION VERSION

**NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of December 29, 2020 is made by HPS INVESTMENT PARTNERS, LLC, in its capacity as Collateral Agent (referred to herein as the "Collateral Agent"), in favor of REDBOX HOLDINGS, LLC, a Delaware limited liability company (the "Company"), pursuant to that certain Collateral Agreement, dated as of October 20, 2017 (as supplemented by the Supplement No. 1 to the Collateral Agreement, dated as of September 30, 2020 (and as the same has been and may be further amended or modified from time to time, the "Collateral Agreement"), among the Company, the Collateral Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Notice of Grant of Security Interests in Trademarks, dated as of September 30, 2020, in favor of the Collateral Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to each of the Collateral Agreement and the Trademark Security Agreement, the Company assigned, pledged and granted to the Collateral Agent, its successors and assigns, for the benefit of the other Secured Parties, a lien on and continuing security interest in all of the Company's Trademarks, including those set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby, whether then owned or at any time thereafter acquired by Company or in which Company then had or at any time in the future acquires any right, title or interest (the "Released Trademarks Property");

WHEREAS, the Collateral Agent recorded its security interest in the Released Trademarks Property with the United States Patent and Trademark Office (the "USPTO") on October 1, 2010 at Reel/Frame No. 7077/0097; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby: (a) release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks Property, and (b) reassigns to the Company any and all of the Collateral Agent's right, title and interest in, to and under the Released Trademarks Property. It is expressly understood and agreed that the release set forth herein shall not apply to any Collateral other than the Released Trademarks Property and the Collateral Agreement shall continue in full force and effect.

SECTION 3. Termination. The Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreement.

SECTION 4. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks Property and/or (iii) otherwise record or file this Release in any applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks Property.

SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next 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 set forth above.

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: 
Name: Vikas Keswani
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Mark	Application No.	Filing Date
Redbox Entertainment	88472728	6/13/19
Redbox Original	88472696	6/13/19