

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interest recorded at Reel 7007/Frame 0325		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		05/05/2022	Federal Savings Bank: DELAWARE
RECEIVING PARTY DATA			
Name:	Technicolor USA, Inc.		
Street Address:	6040 Sunset Boulevard		
City:	Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90028		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5181808	PROSCAN	
Registration Number:	3451178	PROSCAN	
Registration Number:	1393109	PROSCAN	
Serial Number:	88220422	PROSCAN	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	06385-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	06/02/2022		

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Total Attachments: 5

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**PARTIAL RELEASE OF
TRADEMARK SECURITY INTEREST**

This PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST (the "*Partial Release*"), dated as of May 5, 2022, is made by WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as agent for the Lender Group under (and as defined in) the Credit Agreement (as defined below) (in such capacity, the "*Agent*"), for the benefit of TECHNICOLOR USA, INC., a Delaware corporation with a principal office at 6040 Sunset Boulevard, Hollywood, California 90028 (the "*Grantor*" and, together with the Agent, the "*Parties*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below), the Security Agreement (as defined below), or the Trademark Security Agreement (as defined below) as applicable.

WITNESSETH:

WHEREAS, the Agent and the Grantor are parties to that certain (i) Credit Agreement, dated as of July 16, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"); (ii) Security Agreement, dated as of July 17, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*"); and (iii) Trademark Security Agreement, dated as of July 17, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Trademark Security Agreement*"), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantor in, to and under the Collateral (as defined in the Trademark Security Agreement), including the trademarks set forth on Annex I hereto;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office ("*USPTO*") on July 24, 2020 at Reel 7007 and Frame 0325;

WHEREAS, the Grantor has requested that the Agent release, and the Agent is willing to release, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on Annex I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent it may have to and under the Collateral (the "*Released Intellectual Property*"); and

WHEREAS, pursuant to a waiver and amendment agreement to the Credit Agreement dated April 28, 2022 (the "*Waiver and Amendment*") between, among others, (i) the Grantor as Borrower, (ii) the Parent, (iii) the Agent and (iv) the Lenders thereto constituting no less than the Required Lenders, the Chargor, the Credit Agreement Agent, the Applicable Agent and the Lenders have agreed to enter into this Partial Release.

WHEREAS, the Agent now desires to release its security interest in and to Grantor's right, title and interest in and to the Released Intellectual Property on the terms and under the conditions set out in this Partial Release.

NOW, THEREFORE, in consideration of the matters described in the foregoing recitals, which recitals are incorporated herein and made a part hereof, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Release of Security Interest. With immediate effect as of the date upon which (i) the Agent shall have received a copy of the Waiver and Amendment duly executed by all parties thereto all in full force and effect and (ii) each Party has signed this Partial Release (whether the same or different counterparties) and has delivered the same to the Agent (the date upon which both of this conditions are satisfied being the "*Effective Date*"), the Agent does hereby terminate, release and discharge any and all security interests granted under the Security Agreement and the Trademark Security Agreement, respectively, that it may have in, to and under the Released Intellectual Property, solely with respect to the Released Intellectual Property. As of the Effective Date, any right, title or interest of the Agent in such Released Intellectual Property shall hereby terminate, cease and become void. As of the Effective Date, the Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in such Released Intellectual Property to Grantor.

SECTION 2. Retained Collateral. This Partial Release is applicable only and solely with respect to the Released Intellectual Property and to no other Collateral arising under the Security Agreement and/or the Trademark Security Agreement (such other Collateral, the "*Retained Collateral*"). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Agent's security interests, liens, rights, titles and interests in and to such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified or affected in any respect by this Partial Release. The Security Agreement and/or the Trademark Security Agreement (and all rights and remedies of the Agent and the other Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Recordation. The Agent hereby authorizes and requests that the Commissioner for Trademarks or any other applicable government officer record this Partial Release.

SECTION 4. Counterparts. This Partial Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. Further Assurances. In each case upon the reasonable request of Grantor and at Grantor's sole expense, the Agent shall execute and deliver to Grantor all further releases and other documents or take other actions reasonably necessary to effect the releases of the Agent's security interests in the Released Intellectual Property in accordance with this Partial Release.

SECTION 6. The Agent. The Agent (acting at the direction of the Lenders party to the Waiver and Amendment constituting no less than the Required Lenders) executes this

Partial Release and any further documents that may be required pursuant to Clause 5 (*Further Assurance*) in the exercise of the rights, powers and authority conferred and vested in them in accordance with the terms of the Loan Documents for and on behalf of the Secured Parties and, in so doing, shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on them under and by the Loan Documents.

SECTION 7. Costs and expenses. The Grantor shall pay to the Agent (for the benefit or on behalf of the relevant Secured Parties) any expense (including legal fees and other out of pocket expenses and any taxes) and costs which any of them may incur in connection with the preparation, negotiation and performance of this Partial Release including the release of the Released Intellectual Property.

SECTION 8. Governing Law. This Partial Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

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

**WILMINGTON SAVINGS FUND SOCIETY,
FSB, as Agent**

DocuSigned by:

By: _____
Name: John McNichol
Title: Assistant Vice President

ANNEX I
TO THE
PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

Trademark	Owner	Application No.	Registration No.	Registration Date
PROSCAN	Technicolor USA, Inc.	85/608,076	5,181,808	4/11/2017
PROSCAN	Technicolor USA, Inc.	78/869,182	3,451,178	6/17/2008
PROSCAN	Technicolor USA, Inc.	73/562,585	1,393,109	5/13/1986
PROSCAN	Technicolor USA, Inc.	88/220,422	N/A	N/A