

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 7007/325

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		09/15/2022	Federal Savings Bank: UNITED STATES

RECEIVING PARTY DATA

Name:	Technicolor USA, Inc.
Street Address:	6040 Sunset Blvd.
Internal Address:	6th Floor
City:	Hollywood
State/Country:	CALIFORNIA
Postal Code:	90028
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2376981	CHANGING ENTERTAINMENT. AGAIN.
Registration Number:	5181808	PROSCAN
Registration Number:	3451178	PROSCAN
Registration Number:	1393109	PROSCAN
Serial Number:	88220422	PROSCAN
Registration Number:	2374649	SO ADVANCED. YET SO SIMPLE.

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson

Address Line 1: 300 N LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 48747-8

CH \$165.00 2376981

NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/21/2022
Total Attachments: 3 source=(Payoff Document - IP Release) WSFS_Technicolor - Trademark Release (Technicolor USA Inc.) (Executed)#page1.tif source=(Payoff Document - IP Release) WSFS_Technicolor - Trademark Release (Technicolor USA Inc.) (Executed)#page2.tif source=(Payoff Document - IP Release) WSFS_Technicolor - Trademark Release (Technicolor USA Inc.) (Executed)#page3.tif	

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT is made as of September 15, 2022 (this “Release”), by Wilmington Savings Fund Society, FSB, in its capacity as agent for the Lender Group (together with its successors and assigns, the “Agent”) is made in favor of Technicolor USA, Inc. (together with its successors and assigns, the “Grantor”). Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor has entered into that certain Security Agreement, dated as of July 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Security Agreement”), among the Grantor, the Agent and the other parties thereto;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, a continuing security interest in, the Collateral of the Grantor, including the Trademarks listed on Schedule I hereto (collectively, the “Released Collateral”), and has executed in connection therewith that certain Trademark Security Agreement, dated as of July 17, 2020 and recorded with the United States Patent and Trademark Office on July 24, 2020 at Reel/Frame 7007/325 (the “Trademark Security Agreement”); and

WHEREAS, the Agent desires to execute this Release to evidence the termination of the Trademark Security agreement and the discharge and release of 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 Agent hereby states as follows:

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

2. Further Assurances. The Agent hereby agrees to take all further actions, and provide to the Grantor (at the Grantor’s sole cost and expense) its cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement, and delivery of 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, in each case, without representation, warranty or recourse of any kind.

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

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

Wilmington Savings Fund Society, FSB, as the Agent

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

[Signature Page to Termination and Release of Trademark Security Agreement]

TRADEMARK
REEL: 007851 FRAME: 0681

Schedule I

Trademarks

Trademark	Owner	Application No.	Registration No.	Registration Date
CHANGING ENTERTAINMENT. AGAIN.	Technicolor USA, Inc.	75642442	2376981	8/15/2000
PROSCAN	Technicolor USA, Inc.	85608076	5181808	4/11/2017
PROSCAN	Technicolor USA, Inc.	78869182	3451178	6/17/2008
PROSCAN	Technicolor USA, Inc.	73562585	1393109	5/13/1986
PROSCAN	Technicolor USA, Inc.	88220422	N/A	N/A
SO ADVANCED. YET SO SIMPLE.	Technicolor USA, Inc.	75643168	2374649	8/8/2000