

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC as collateral agent		07/26/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	AKQA, Inc.
Street Address:	118 King Street, 6th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	CORPORATION: CALIFORNIA

Name:	AKQA Holdings, Inc.
Street Address:	118 King Street, 6th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	CORPORATION: DELAWARE

Name:	AKQA Corporation
Street Address:	118 King Street, 6th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	CORPORATION: DELAWARE

Name:	Octane Digital, Inc.
Street Address:	118 King Street, 6th Floor
City:	San Francisco
State/Country:	CALIFORNIA

Postal Code:	94107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3261184	AKQA
Registration Number:	3261185	AKQA

CORRESPONDENCE DATA

Fax Number: 2129746924
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2124684800
 Email: jkatz@dglaw.com
 Correspondent Name: Jeffrey C. Katz, Esq.
 Address Line 1: Davis & Gilbert LLP, 1740 Broadway
 Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	03023-1447-000 (ASG CJH)
NAME OF SUBMITTER:	Jeffrey C. Katz
Signature:	/Jeffrey C. Katz/
Date:	08/07/2012

Total Attachments: 3
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release"), dated as of July 26, 2012 (the "Effective Date"), is made by JEFFERIES FINANCE LLC, (the "Agent"), in its capacity as collateral agent, in favor of the entities identified on the signature page attached hereto (each such entity a "Grantor", and collectively, the "Grantors").

WHEREAS, pursuant to that certain Security Agreement, dated as of March 20, 2007, among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Agent and the Grantors also entered into that certain Trademark Security Agreement, dated as of March 20, 2007 (the "Trademark Security Agreement"), for the purposes of filing and recording with the United States Patent and Trademark Office the security interest granted with respect to certain trademarks included in the Pledged Collateral, including the trademarks identified in Schedule A attached hereto (the "Collateral");

WHEREAS, the Trademark Security Agreement was filed with and recorded by the Trademarks Division of the United States Patent and Trademark Office at Reel/Frame 3507/0517;

WHEREAS, the Grantors have requested the Agent to release the security interest held by the Agent with respect to such trademarks, and the Agent has agreed to execute and deliver this Release for purposes of recordal with the United States Patent and Trademark Office.

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

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Security Agreement or the Trademark Security Agreement, as applicable.

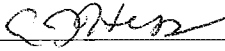
2. Release. The Agent hereby, as of the Effective Date, irrevocably releases, terminates, discharges, cancels and relinquishes the Agent's security interest, granted pursuant to the Security Agreement and the Trademark Security Agreement, in and to the Collateral.

3. Governing Law. This Release, and the rights and obligations of the parties hereunder, shall be governed by, and constituted in accordance with, the internal laws of the State of New York, (without regard to the conflicts of law principles that would apply the laws of another jurisdiction).

[Signature Page and Schedule A Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**JEFFERIES FINANCE LLC, acting in its
capacity as collateral agent**

By: 

Name: E. Joseph Hess

Title: Managing Director

GRANTORS:

**AKQA, INC.
AKQA HOLDINGS, INC.
AKQA CORPORATION
OCTANE DIGITAL, INC.**

[Trademark Release]

**TRADEMARK
REEL: 004837 FRAME: 0550**

SCHEDULE A
Trademarks

U.S. Trademark Registrations

Trademark	Reg. No.
AKQA	3261184
AKQA	3261185

Other Trademarks Registrations/Applications

Trademark	Reg./Appl. No.
AKQA	EU 5,327,879
AKQA	2433037