

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|------------------------------------|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Capital Finance, LLC | FORMERLY Wells Fargo Foothill, LLC | 05/02/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Vibrant Media Holding, Inc. | | |
| Street Address: | 565 5th Avenue | | |
| Internal Address: | 15th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| Name: | Vibrant Media, Inc. | | |
| Street Address: | 565 5th Avenue | | |
| Internal Address: | 15th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77303115 | BRANDTRACK | |
| Serial Number: | 78281511 | SMARTAD | |
| Registration Number: | 2959400 | INTELLITXT | |
| Registration Number: | 3291691 | INTELLITXT | |
| Registration Number: | 3775201 | VIBRANT | |
| Registration Number: | 3439076 | VIBRANT MEDIA | |

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TRADEMARK

CORRESPONDENCE DATA

Fax Number: 6509385200

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-988-8500

Email: trademarks@fenwick.com

Correspondent Name: Fenwick & West LLP

Address Line 1: 801 California Street

Address Line 2: Silicon Valley Center

Address Line 4: Mountain View, CALIFORNIA 94041

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| ATTORNEY DOCKET NUMBER: | 24463-00070-1094 |
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| NAME OF SUBMITTER: | Linda G. Henry |
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| Signature: | /lgh/ |
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| Date: | 05/08/2013 |
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Total Attachments: 2

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

This Termination and Release (this "**Release**") is made with regard to that certain Credit Agreement dated as of May 13, 2008 and amended, restated, or otherwise modified from time to time (the "**Credit Agreement**"), and other Loan Documents (as defined therein) among the lenders identified therein (the "**Existing Lenders**"), Wells Fargo Capital Finance, LLC, formerly known as Wells Fargo Foothill, LLC, a Delaware limited liability company, as the arranger and administrative agent for the Existing Lenders (in such capacity, the "**Existing Agent**"), Vibrant Media Holdings, Inc., a Delaware corporation (the "**Guarantor**"), and Vibrant Media, Inc., a Delaware corporation (the "**Borrower**").

WHEREAS, pursuant to the Credit Agreement, the Existing Agent, Guarantor, and Borrower entered into that certain Trademark Security Agreement dated as of May 13, 2008, which was recorded on June 10, 2008 at Reel 003793 Frame 0556 in the U.S. Patent and Trademark Office, wherein the Borrower granted the Existing Agent a security interest (the "**Security Interest**") in certain Trademark Collateral, as defined in the Trademark Security Agreement, including the trademarks listed in Trademark Schedule A hereto (the "**Trademark Collateral**").

WHEREAS, pursuant to that certain letter dated January 3, 2012 (the "**Payoff Letter**") by and between the Existing Agent, the Guarantor and the Borrower, the Borrower has performed and discharged in full all of its Obligations under the Loan Documents, and the parties desire to enter into this Release to confirm that the Existing Agent has released its security interests in and to the Trademark Collateral and the parties desire to enter into this Release to confirm this fact and to expunge any recordation of the Security Interest insofar as it pertains to the Trademark Collateral.

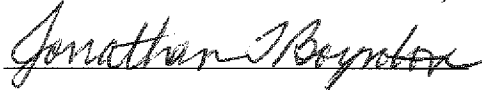
NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent forever releases and discharges the entire Security Interest in and to all of the Trademark Collateral granted to the Existing Agent by the Loan Documents.

The Existing Agent hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Guarantor and/or Borrower reasonably shall request to terminate any security interest in the Trademark Collateral pursuant to the Loan Documents and otherwise to effectuate the release of all recordings of such security interest.

The Existing Agent acknowledges and agrees that the Guarantor and the Borrower and their respective successors and assigns may rely upon this Release. The Existing Agent represents and warrants that it has not transferred or assigned all or any part of the Security Interest in the Trademark Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

IN WITNESS WHEREOF, the Existing Agent has caused this Release to be executed by a duly authorized officer thereunto.

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Jonathan Boynton

Title: VP – Relationship Manager

Date: May 2, 2013

Trademark Schedule A

| Trademark | Country | App. No. | App. Date | Reg. No. | Reg. Date | Status |
|----------------------------|----------------|-----------------|------------------|-----------------|------------------|---------------|
| BRANDTRACK (and design) | United States | 77/303,115 | 10/12/2007 | | | Abandoned |
| INTELLITXT | China | 5,608,261 | 09/15/2006 | 5,608,261 | 08/14/2009 | Registered |
| INTELLITXT | China | 5,608,260 | 09/15/2006 | 5,608,260 | 10/14/2009 | Registered |
| INTELLITXT | China | 5,608,259 | 09/15/2006 | | | Abandoned |
| INTELLITXT | European Union | 005,291,737 | 09/04/2006 | 005,291,737 | 11/07/2007 | Registered |
| INTELLITXT | Japan | 2006-81,559 | 09/01/2006 | 5,274,690 | 10/23/2009 | Registered |
| INTELLITXT | United States | 78/271,611 | 07/08/2003 | 2,959,400 | 06/07/2005 | Registered |
| INTELLITXT | United States | 78/623,091 | 05/04/2005 | 3,291,691 | 09/11/2007 | Registered |
| SMARTAD | United States | 78/281,511 | 07/31/2003 | | | Abandoned |
| VIBRANT | United States | 77/302,359 | 10/11/2007 | 3,775,201 | 04/13/2010 | Registered |
| VIBRANT MEDIA | China | 5,608,264 | 09/15/2006 | 5,608,264 | 08/14/2009 | Registered |
| VIBRANT MEDIA | China | 5,608,263 | 09/15/2006 | 5,608,263 | 02/21/2012 | Registered |
| VIBRANT MEDIA | China | 5,608,262 | 09/15/2006 | 5,608,262 | 10/14/2009 | Registered |
| VIBRANT MEDIA | European Union | 005,291,729 | 09/04/2006 | 005,291,729 | 10/24/2007 | Registered |
| VIBRANT MEDIA | Japan | 2006-81,558 | 09/01/2006 | 5,274,689 | 10/23/2009 | Registered |
| VIBRANT MEDIA | United Kingdom | 2,255,315 | 12/08/2000 | 2,255,315 | 12/28/2001 | Registered |
| VIBRANT MEDIA | United States | 77/125,148 | 03/07/2007 | 3,439,076 | 06/03/2008 | Registered |