

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 |
| VSS Mezzanine Partners, L.P. | | 05/09/2013 | LIMITED PARTNERSHIP: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Material ConneXion, Inc. | | |
| Street Address: | 60 Madison Avenue | | |
| Internal Address: | 2nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3448632 | MATTER | |
| Registration Number: | 3412950 | MATERIAL CONNEXION | |
| Registration Number: | 2859930 | MATERIA TABULA | |
| Registration Number: | 2442476 | MATERIAL CONNEXION | |
| Registration Number: | 3256047 | TERRA MATTER | |
| Registration Number: | 3722748 | MATERIALS MATTER | |
| Registration Number: | 2754805 | MATTER | |
| Registration Number: | 2608566 | M-C | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2027995144 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 2027994144 | | |

OP \$215.00 3448632

Email: gregory.esau@dlapiper.com
Correspondent Name: Gregory Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Gregory Esau |
| Signature: | /Gregory C. Esau/ |
| Date: | 05/13/2013 |

Total Attachments: 3

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARKS

WHEREAS, by an Intellectual Property Security Agreement dated as of May 26, 2011 (“IP Security Agreement”), recorded with the United States Patent and Trademark Office on June 7, 2011 at Reel 4555, Frame 0565, Material ConneXion, Inc. (“Assignor”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, mortgaged, pledged and hypothecated to VSS Mezzanine Partners, L.P., as Administrative Agent for the Purchasers (“Assignee”) for the ratable benefit of the Purchasers, and granted to Assignee for the ratable benefit of the Purchasers a Lien on and security interest in, all of Assignor’s right, title and interest in, to and under the IP Collateral, including the following:

- (a) All of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule A hereto;
- (b) All renewals and extensions of the assets described in (a) above;
- (c) All goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) All income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (collectively, the “Trademark Collateral”); and

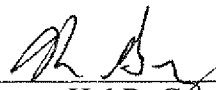
WHEREAS, Assignee wishes to release its Lien on and security interest in all of Assignor’s right, title and interest in, to and under the Trademark Collateral, and provide a document suitable for recording in the United States Patent and Trademark Office and other applicable filing office(s), domestic or foreign, for purposes of recording the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Assignee hereby terminates, relinquishes, releases and discharges fully its Lien on and security interest in all of Assignor’s right, title and interest in, to and under the Trademark Collateral, including those Trademarks referred to on Schedule A hereto. Assignee hereby authorizes Assignor, or Assignor’s authorized representative, to record this Notice of Release of Security Interest in Trademarks with the United States Patent and Trademark Office. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Security Agreement.

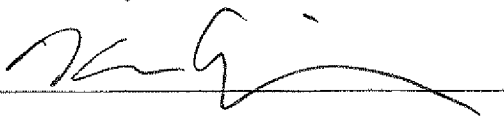
IN WITNESS WHEREOF, the Assignee has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of May 9, 2013.

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: 
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

Witnessed by:



SCHEDULE A TO NOTICE OF RELEASE

| <u>Mark</u> | <u>Application/Registration Number</u> | <u>Application/Filing Date</u> |
|--------------------|--|------------------------------------|
| MATTER | 3448632 | 06/17/2008 |
| MATERIAL CONNEXION | 3412950 | 04/15/2008 |
| MATERIA TABULA | 2859930 | 07/06/2004 |
| MATERIAL CONNEXION | 2442476 | 04/10/2001 |
| TERRA MATTER | 3256047 | 06/26/2007 |
| MATERIALS MATTER | 3722748 | 12/08/2009 |
| MATTER | 2754805 | 08/26/2003 |
| MC LOGO | 2608566 | 08/20/2002 |