900255103 05/13/2013

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
VSS Mezzanine Partners, L.P.		105/09/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Worth Media Group, LLC	
Street Address:	3731 N.W. 8TH AVENUE	
City:	BOCA RATON	
State/Country:	FLORIDA	
Postal Code:	33431	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	78314199	WEALTH IN PERSPECTIVE	
Serial Number:	74265625	WORTH	

CORRESPONDENCE DATA

Fax Number: 2027995144

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

Mail.

Phone: 2027994144

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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TRADEMARK REEL: 005026 FRAME: 0847 OF \$65.00 /8314193

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, by an Intellectual Property Security Agreement dated as of May 30, 2008 ("IP Security Agreement"), recorded with the United States Patent and Trademark Office on June 12, 2008 at Reel 3794, Frame 0887, Worth Media Group, LLC ("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 <u>Schedule A</u> 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 assets described in (a), (b) and (c) above, 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.

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TRADEMARK REEL: 005026 FRAME: 0848 IN WITNESS WHEREOF, the Assignee has caused this Notice of Release of Security Interest in Trademarks to be duly executed as of May $\underline{9}$, 2013.

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

By: VSS Mezzanine, LLC, its general partner

Name: Hal R Greenberg

Title: Co-Manager and Managing Director

Witnessed by:

NY1194422

SIGNATURE PAGE TO NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (Worth Media – June 2008)

SCHEDULE A TO NOTICE OF RELEASE

Mark	Applications Filing Date	Registration Date
WEALTH IN PERSPECTIVE	78/314,199 10/15/03	3,05,6278 01/30/06
WORTH	74/265,625 04/14/92	1,780,221 07/06/93

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TRADEMARK
RECORDED: 05/13/2013 REEL: 005026 FRAME: 0850