

## 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
White Oak Global Advisors, LLC		06/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Kitara Media, LLC		
Street Address:	525 Washington Blvd #2620		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3875393	BRISTOL INTERACTIVE	
Registration Number:	3791877	KITARA MEDIA	
Registration Number:	3997346	MYTOP FREEGAMES	
Registration Number:	3997349	PLAYPICKLE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	Brad.norton@bnortonlaw.com		
Correspondent Name:	Bradford Norton, Esq.		
Address Line 1:	325 E. Warm Springs Rd. #200		
Address Line 4:	Las Vegas, NEVADA 89119		
NAME OF SUBMITTER:	Bradford Norton		
Signature:	/Bradford Norton/		

OP \$115.00 3875393

Date:

07/15/2013

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AGREEMENT**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AGREEMENT (this "Agreement") is made and entered into as of June 13, 2013, by and between KITARA MEDIA, LLC, a Delaware limited liability company ("Grantor") and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company ("Administrative Agent"), as Administrative Agent for the benefit of the Lenders (as hereinafter defined) party to that certain Loan Agreement (as hereinafter defined).

## RECITALS:

WHEREAS, Grantor is party to that certain Loan and Security Agreement, dated as of January 31, 2013, as amended by that certain letter agreement, dated as of February 15, 2013, and that certain Loan and Security Agreement Amendment, dated as of May 8, 2013 (as amended and restated, supplemented or otherwise modified through and including the date hereof, the "Loan Agreement"), among SELLING SOURCE, LLC, a Delaware limited liability company ("Borrower"), Grantor, the subsidiaries of Borrower, which from time to time are parties thereto as Subsidiary Guarantors, the financial institutions, which from time to time are parties thereto as "Lenders", and the Administrative Agent, pursuant to which Lenders agreed, subject to certain terms and conditions, to extend various financial accommodations to the Borrower, and Grantor agreed to guaranty Borrower's Obligations thereunder;

WHEREAS, pursuant to the Loan Agreement, Grantor and the Administrative Agent, on behalf of itself and the Lenders, entered into that certain Trademark Security Agreement, dated as of January 31, 2013 (the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest in certain of its Intellectual Property listed on Schedule A hereof (the "Trademark Collateral"); and

WHEREAS, Grantor has entered into that certain Merger Agreement and Plan of Reorganization (the "Merger Agreement"), by and among Grantor, Ascend Acquisition Corp. ("Ascend"), Ascend Merger Sub, LLC ("Merger Sub LLC"), Ascend Merger Sub, Inc. ("Merger Sub Inc."), New York Publishing Group, Inc. ("NYPG") and certain securityholders party thereto, pursuant to which, among other things, Merger Sub LLC will merge with and into Grantor (the "Merger"), with Grantor surviving as a wholly owned subsidiary of Ascend. In connection with the Merger, Grantor has requested that the Administrative Agent release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Loan Agreement.

2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in all of Grantor's right, title and interest in, to and

under the Trademark Collateral, and any right, title or interest of the Administrative Agent in the Trademark Collateral shall hereby cease and become void, effective upon consummation of the Merger.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

4. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile, in portable document format (PDF) or via email), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law thereof (other than New York General Obligations Law 5-1401 and 5-1402).

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their respective duly authorized officer as of the date first above written.

WHITE OAK GLOBAL ADVISORS, LLC,  
as Administrative Agent

By: Andre Halbeal  
Name: Andre Halbeal  
Title: Managing Member

KITARA MEDIA, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: Sam Humphreys  
Title: Authorized Person

[SIGNATURE PAGE TO KITARA MEDIA, LLC,  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AGREEMENT]

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their respective duly authorized officer as of the date first above written.

WHITE OAK GLOBAL ADVISORS, LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title: Managing Member

KITARA MEDIA, LLC,  
as Grantor

By: Sam W. Humphreys  
Name: Sam Humphreys  
Title: Authorized Person

[SIGNATURE PAGE TO KITARA MEDIA, LLC,  
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AGREEMENT]

**SCHEDULE A  
TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS AGREEMENT**

**TRADEMARKS**

<b>Name of Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Status</b>	<b>Owner of Mark</b>
BRISTOL INTERACTIVE	USPTO	77707788	3875393	Registered	Kitara Media, LLC
KITARA MEDIA	USPTO	77517060	3791877	Registered	Kitara Media, LLC
My Top FreeGames	USPTO	85196601	3997346	Registered	Kitara Media, LLC
PlayPickle	USPTO	89196622	3997349	Registered	Kitara Media, LLC