

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
JPMorgan Chase Bank, N.A.		01/24/2014	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Patch Media Corporation
Street Address:	584 Broadway
Internal Address:	Suite 1206
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	85665096	MAIN STREET U
Registration Number:	3966396	P
Registration Number:	4357839	PATCH
Registration Number:	4007928	PATCH
Registration Number:	4357838	PATCH
Registration Number:	4014291	PATCH
Serial Number:	85944079	PATCHWORKS
Serial Number:	85944085	PATCHWORKS
Registration Number:	4072051	THE FRONT 5
Registration Number:	4132844	UNPATCHED

CORRESPONDENCE DATA

Fax Number:	2028576395
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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-857-8977
Email: bushd@arentfox.com
Correspondent Name: Douglas R. Bush
Address Line 1: 1717 K Street, NW
Address Line 2: Arent Fox LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	019428.00000 PATCH RELEAS
NAME OF SUBMITTER:	Douglas R. Bush
Signature:	/D.R. Bush/
Date:	01/29/2014

Total Attachments: 3
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RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (this "Release") is given as of January 24, 2014, by JPMORGAN CHASE BANK, N.A., a national banking association, as the Administrative Agent, located at 10 S. Dearborn, 7th Floor, Chicago, Illinois 60603 (the "Agent") for the benefit of Patch Media Corporation, a Delaware corporation (the "Debtor"). Unless otherwise defined herein, terms defined in the Security Agreement (as defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, pursuant to a Grant of Security Interest in Trademark Rights dated July 1, 2013 (the "Security Agreement"), with respect to certain trademarks, Debtor pledged and granted to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under certain trademarks listed on Exhibit A hereto (the "Trademark Collateral");

- (a) Trademarks of the Debtor listed on Exhibit A attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

The Security Agreement was recorded in the United States Patent and Trademark Office at Reel 5082/Frame 0015 against the trademarks attached hereto as Exhibit A; and

WHEREAS, Debtor has contributed, sold, disposed or otherwise conveyed the Trademark Collateral pursuant to a Contribution Agreement, dated as of December 31, 2013, by and among AOL Inc., Debtor, Pascal Holdings, LLC and Planck, LLC;

WHEREAS, Debtor has requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title and interest it may have in, to and under, the Trademark Collateral.

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

1. Agent does hereby terminate and release any and all of its lien on and security interest in, and all other right, title or interest that it may have in, to or under, the Trademark Collateral and thereby discharge the recordation of the Security Agreement against the Trademark Collateral.
2. At the sole cost and expense of the Debtor, the Agent agrees to take such further action as may be reasonably requested by Debtor, from time to time, at Debtor's expense, to effectuate and carry out the provisions and intent of this Release.
3. Agent represents and warrants to Debtor that it has not conveyed, transferred, granted a security interest in, hypothecated or otherwise pledged or disposed of any of the rights, title or interest granted to the Trademark Collateral under the Security Agreement to any party other than Debtor.

IN WITNESS WHEREOF, the Agent has caused this Release of Trademark Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Tina Royter
Title: Executive Director

EXHIBIT A
to
RELEASE OF TRADEMARK SECURITY INTEREST
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Country	Trademark	Status	App. Number	App. Date	Reg. Number	Reg. Date	Owner
U.S.	MAIN STREET U	Allowed	85/665096	6/29/12			Patch Media Corporation
U.S.	P and Envelope Logo	Registered	85/167988	11/3/10	3966396	5/24/11	Patch Media Corporation
U.S.	PATCH	Registered	85/764954	10/26/12	4357839	6/25/13	Patch Media Corporation
U.S.	PATCH	Registered	77/576011	9/22/08	4007928	8/9/11	Patch Media Corporation
U.S.	PATCH	Registered	85/764948	10/26/12	4357838	6/25/13	Patch Media Corporation
U.S.	PATCH & Design	Registered	77/668130	2/11/09	4014291	8/23/11	Patch Media Corporation
U.S.	PATCHWORKS	Pending	85/944079	5/28/13			Patch Media Corporation
U.S.	PATCHWORKS	Pending	85/944085	5/28/13			Patch Media Corporation
U.S.	THE FRONT 5	Registered	85/289202	4/7/11	4072051	12/13/11	Patch Media Corporation
U.S.	UNPATCHED	Registered	85/229366	1/28/11	4132844	4/24/12	Patch Media Corporation