

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		01/10/2014	ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	LIVINGSOCIAL, INC.		
Street Address:	1455 NEW YORK AVE., NW		
Internal Address:	SUITE 200		
City:	Washington DC		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3458846	BYFAD	
Registration Number:	3564333	COCKTAILS ARE A CLICK AWAY	
Registration Number:	3564334	COCKTAILS ARE ONLY A CLICK AWAY	
Registration Number:	3709310	DRINK BANK	
Registration Number:	3759145	PICK YOUR FIVE	
Registration Number:	3771393	URBAN ESCAPES	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		

OP \$165.00 3458846

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TRADEMARK
REEL: 005210 FRAME: 0640

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39170
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/16/2014

Total Attachments: 4
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EXECUTION VERSION

RELEASE OF TRADEMARK SECURITY INTERESTS dated as of January 10, 2014 (this "Release"), by JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable, referred to below.

A. Reference is made to (i) the Credit Agreement dated as of December 20, 2011, as amended and restated as of September 28, 2012 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LivingSocial, Inc. (the "Borrower"), the lenders party thereto and the Administrative Agent, (ii) the Guarantee and Collateral Agreement dated as of December 20, 2011 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the Subsidiary Loan Parties of the Borrower listed therein (the "Subsidiaries") and the Administrative Agent, and (iii) the Trademark Security Agreement dated as of December 20, 2011, among the Borrower, the Subsidiaries and the Administrative Agent (such documents set forth in clauses (i) through (iii) the "Security Agreements").

B. Pursuant to the Security Agreements, the Borrower and certain Subsidiaries of the Borrower (the "Grantors") granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title or interest of the Grantors in, among other things, the trademarks and trademark applications of the Grantors set forth on Schedule I hereto (collectively, the "Trademark Collateral"), which security interests were recorded with the United States Patent & Trademark Office on December 21, 2011 at Reel/Frame 4684/0389 and on January 17, 2013 at Reel/Frame 4945/0206.

C. Pursuant to the Payoff Letter dated as of January 2, 2014, among the Borrower and the Administrative Agent, the Administrative Agent agreed to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreements.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent does hereby release, relinquish and discharge any and all security interests it has against the Trademark Collateral. The Administrative Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case reasonably requested by the Borrower and at the expense of the Borrower, to evidence the release and termination of the Administrative Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND SHALL

BE BINDING UPON THE ADMINISTRATIVE AGENT'S REPRESENTATIVES,
SUCCESSORS, ASSIGNS AND TRANSFEREES.

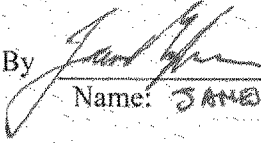
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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed as of the day and year first above written.

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

By 
Name: JANE MULAWSKI
Title: VICE PRESIDENT

[Signature Page to Trademark Release]

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Schedule I

Trademarks

U.S. Trademark Registrations

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
LivingSocial, Inc.	BYFAD	3458846	July 1, 2008
LivingSocial, Inc.	COCKTAILS ARE A CLICK AWAY	3564333	January 20, 2009
LivingSocial, Inc.	COCKTAILS ARE ONLY A CLICK AWAY	3564334	January 20, 2009
LivingSocial, Inc.	DRINK BANK	3709310	November 10, 2009
LivingSocial, Inc.	PICK YOUR FIVE	3759145	March 9, 2010
LivingSocial, Inc.	URBAN ESCAPES	3771393	April 6, 2010

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