

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300697

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent		04/02/2014	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOURCE MEDIA INC.		
<b>Street Address:</b>	One State Street Plaza, 27th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2240520	COMPLIANCE IN A BOX	
<b>Registration Number:</b>	3553750	COMPLIANCEESSENTIALS	
<b>Registration Number:</b>	3431306	IACCP	
<b>Registration Number:</b>	3393759	INVESTMENT ADVISER CERTIFIED COMPLIANCE	
<b>Registration Number:</b>	3400403	INVESTMENT ADVISER COMPLIANCE CERTIFICAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122383100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-238-3244		
<b>Email:</b>	jtelesford@EMMETMARVIN.COM		
<b>Correspondent Name:</b>	Janelle Telesford, Paralegal		
<b>Address Line 1:</b>	120 Broadway		
<b>Address Line 2:</b>	Emmet, Marvin & Martin, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	F149244		
<b>NAME OF SUBMITTER:</b>	Janelle Telesford		
<b>SIGNATURE:</b>	/Janelle Telesford/		
<b>DATE SIGNED:</b>	04/08/2014		

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TRADEMARK

**Total Attachments: 3**

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**RELEASE  
OF GRANT OF SECURITY INTEREST (TRADEMARKS)**

**RELEASE OF GRANT OF SECURITY INTEREST (TRADEMARKS)** (“Release”), dated as of April 2, 2014 by **WEBSTER BANK, NATIONAL ASSOCIATION**, a national association (the “Administrative Agent”), in favor of **SOURCE MEDIA INC.**, a Delaware corporation (the “Company”).

**WHEREAS**, pursuant to the terms of that certain Grant of Security Interest (Trademarks) (the “Agreement”), dated as of December 12, 2011, by the Company in favor of the Administrative Agent, the Company granted to the Administrative Agent a security interest in and to all of the right, title and interest of the Company in and to, among other things, the trademarks listed on Schedule A attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the “Schedule A Trademarks”), together with the goodwill of the business symbolized by the Schedule A Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement of the Schedule A Trademarks (the “Schedule A Collateral”), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement referred to in the Agreement);

**WHEREAS**, the Agreement was filed on December 29, 2011 with the United States Patent and Trademark Office in Reel: 4688; Frame: 0610;

**WHEREAS**, the Schedule A Trademarks were inadvertently included in the Agreement by the Company;

**WHEREAS**, the Company has therefore requested that the Administrative Agent release its Security Interest in the Schedule A Collateral; and

**WHEREAS**, the Administrative Agent wishes to release its security interest in and to all of the right, title and interest of the Company solely in and to the Schedule A Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases and discharges fully its security interest in and to all of the right, title and interest of the Company in and to the Schedule A Collateral, and reassigns and transfers to the Company all right, title and interest that the Administrative Agent may have in the Schedule A Collateral. The Administrative Agent hereby authorizes the Company, or the Company’s authorized representative, to record this Release with the United States Patent and Trademark Office. Except for the Release referenced herein, the Agreement remains in full force and effect. The foregoing Release shall apply only to the security interest in the Schedule A Collateral and not to any of the other security interests granted in the Agreement, all of which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the Administrative Agent has executed this Release,  
to take effect as of the date first set forth above.

WEBSTER BANK, NATIONAL  
ASSOCIATION

By:   
Name: Eric Ratner  
Title: Vice President

**Schedule A  
to  
Release  
of Grant of Security Interest (Trademarks)  
dated as of April 2, 2014**

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date</u>
COMPLIANCE IN A BOX	2,240,520/ 75/413,835	04/20/1999
ComplianceEssentials	3,553,750/ 77/472,714	12/30/2008
IACCP	3,431,306/ 78/943,339	05/20/2008
INVESTMENT ADVISER CERTIFIED COMPLIANCE PROFESSIONAL	3,393,759/ 78/943,296	03/04/2008
INVESTMENT ADVISER COMPLIANCE CERTIFICATE PROGRAM	3,400,403/ 78/943,397	03/18/2008