

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306823

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and release of amended and restated First Lien Trademark Security Agreement (Releases RF 4991/0680 and 4503/0524)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal		05/06/2014	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	The Rubicon Group
Street Address:	101 Marietta Street, Suite 3525
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3378261	MARKETVISION
Registration Number:	3380942	RUBICON
Registration Number:	3380941	RUBICON

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038265-0325
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/05/2014

Total Attachments: 4

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**TERMINATION AND RELEASE OF AMENDED AND RESTATED FIRST LIEN
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Termination"), is dated as of May 6, 2014, and made by Bank of Montreal, in its capacity as First Lien Collateral Agent ("Agent") in favor of THE RUBICON GROUP Inc., a Delaware corporation ("Pledgor").

WHEREAS, reference is made to (i) that certain Amended and Restated First Lien Credit Agreement, dated as of March 26, 2013 (the "Credit Agreement"), among TravelCLICK, Inc., the guarantors party thereto, including the Pledgor, the financial institutions listed on the signature pages thereof as Lenders, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents");

WHEREAS, pursuant to that certain Amended and Restated First Lien Trademark Security Agreement dated as of March 26, 2013, made by Pledgor in favor of Agent (the "Security Agreement"), which amended and restated that certain Trademark Security Agreement dated as of March 16, 2011 by the Pledgor in favor of the Agent (the "Original Security Agreement"), Pledgor pledged and granted to Agent for the ratable 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 the Trademark Collateral (as defined therein), which included the Trademarks (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 27, 2013, at Reel 4991 and Frame 0680 and the Original Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on March 23, 2011, at Reel 4503 and Frame 0524;

WHEREAS, Pledgor has fully paid and performed all its outstanding Secured Obligations (as defined in the Credit Agreement) to Agent under the Credit Documents; and

WHEREAS, Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Agent hereby states as follows:

1. Definitions. The term "Trademarks", as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.
2. Release of Security Interest. Agent hereby terminates the Security Agreement and terminates, releases and discharges its lien on and security interest in the Trademark Collateral.
3. Representations and Warranties. Agent represents and warrants that: (i) it has the full power and authority to execute this Termination; and (ii) it has not assigned, transferred, restricted or otherwise encumbered its rights under the Security Agreement.

4. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release contemplated hereby.

5. Governing Law. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

BANK OF MONTREAL, as First Lien Collateral Agent

By: Paul Pai
Name: Paul Pai
Title: Director

[Signature Page to Termination and Release of Amended and Restated First Lien
Trademark Security Agreement]

TRADEMARK
REEL: 005297 FRAME: 0347

Schedule A
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

OWNER	REGISTRATION NUMBER	COUNTRY	TITLE
THE RUBICON GROUP, INC.	3378261	U.S.	MARKETVISION
THE RUBICON GROUP, INC.	3380942	U.S.	RUBICON
THE RUBICON GROUP, INC.	3380941	U.S.	RUBICON (design)